



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
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<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

December 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY,
INCORPORATED DBA 211 LA COUNTY CONTRACT AGREEMENT
(ALL DISTRICTS AFFECTED) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Chief Administrative Officer (CAO), or his designee to negotiate and execute a three year contract agreement substantially similar to the Agreement filed in conjunction with this Board letter, upon approval by County Counsel, between the County of Los Angeles (County) and the Information and Referral Federation of Los Angeles County, Inc., dba 211 LA County. Under this Agreement, 211 LA County will provide specialized information and referral services through the 2-1-1 dialing code, at an annualized rate of \$5,375,206, for a contract total of \$16,125,618, effective January 1, 2007 or date of Board of Supervisors approval, whichever is later, expiring on December 31, 2009.
2. Delegate authority to the CAO, or his designee to prepare and execute monthly extensions of the Agreement up to a period of six months and amendments to this Agreement that do not exceed more than a ten (10) percent increase or decrease in the annual contract amount when such amendment is necessitated by additional services that are required in order for the contractor to comply with changes in Federal, State, or County Requirements or for the acquisition or upgrade of technology to improve the effectiveness of the County's 2-1-1 system. The approval of County Counsel will be obtained prior to executing such amendments, and the CAO will notify the Board within ten (10) business days of execution of any contract amendment.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Delegate authority to the CAO, or his designee to prepare and execute amendments to this Agreement for Cost of Living Adjustments, in compliance with the County's Policy 5.070, upon approval of the 2-1-1 Oversight Group. Approval of County Counsel will also be obtained prior to executing such amendments, and the CAO will notify the Board within ten (10) business days of execution of any contract amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Information and Referral Federation of Los Angeles County, Inc., formerly doing business as INFO LINE and currently doing business as 211 LA County, has an existing Agreement with the County to provide health and human services general and specialized information and referral (I&R) services through the 2-1-1 dialing code for the Department of Public Social Services (DPSS); Department of Mental Health (DMH); Department of Community and Senior Services (DCSS), which includes the Elder and Dependent Abuse Hotline; Department of Children and Family Services (DCFS), which includes the Child Abuse Hotline; and Department of Health Services (DHS). In addition, 211 LA County provides I&R services for the unincorporated areas of Los Angeles County, including code enforcement information. The current contract with The Information and Referral Federation of Los Angeles County will expire on December 31, 2006.

The recommended Agreement will replace the existing Agreement and continue I&R services currently being provided. This Agreement will add the Department of Public Health (DPH) and Office of Emergency Management (OEM) of the Chief Administrative Office (CAO). This Agreement provides County residents I&R services twenty-four (24) hours a day, seven (7) days a week. Crisis, Abuse, and Neglect callers for DMH, DCFS, and DCSS will receive "warm hand-offs" from 211 to the ACCESS/Child Abuse/Elder Abuse contact. Under this recommended Agreement, unincorporated area services callers will receive "warm hand-offs" from 211 to the appropriate department representative during business hours (7 a.m. to 7 p.m.). Non-business hour calls will be handled according to protocol (i.e., emergency calls will be routed to a line staff person, and other callers can leave messages).

The Agreement provides for an annual call capacity of 375,000 for I&R health and human services and 30,000 for I&R unincorporated area services and code enforcement through the 2-1-1 dialing code or existing toll-free telephone number (31,250 and 2,500 monthly call capacity, respectively). Call volumes for the last six months have averaged 29,788 for I&R health and human services and 1,070 for unincorporated area services, with call volume in October 2006 meeting capacity for I&R health and human services. Overall call volume, while below capacity is above the minimum required volume. 211 LA County has begun marketing efforts to increase call volume. The Performance Requirements Summary

(Agreement Statement of Work Technical Exhibit 12.1) provides information on the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

The CAO will be responsible for overall management of the Agreement. DPSS will be responsible for monitoring the Agreement. The 2-1-1 Oversight Group, comprised of involved County departments, will provide support in evaluating contract performance, marketing, and outreach planning, and working with 211 LA County to resolve issues related to call capacity and call handling.

Authorization of the CAO to execute extensions of the Agreement up to a period of six months and contract amendments on behalf of the County will allow the CAO to more effectively process required amendments to the Agreement to the extent such amendment(s) do not exceed more than ten (10) percent of the annual contract amount. Your Board will be notified of any required amendments to this Agreement.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Los Angeles County Strategic Plan Goal No. 1: Service Excellence, to provide the public with easy access to quality information and services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

2-1-1 service in the County is primarily funded by DPSS. Funding accepted on September 5, 2006 from the United Way, Incorporated is used to offset a portion of DPSS' share of the program costs. The County's allocation of funding for 2-1-1 and specialized services is as follows:

Department of Public Social Services	\$4,300,000
Department of Community and Senior Services for Elder and Dependent Adult Abuse	282,870
Department of Children and Family Services	200,000
Department of Public Health / Department of Health Services	200,000
Department of Mental Health	200,000

Unincorporated Community Help Line (CAO)	162,336
Countywide Emergency Hotline (CAO)	30,000
Annual Total	\$5,375,206
Agreement Total (Annual x 3)	\$16,125,618

As the recommended Agreement is for a three year period, language has been included for Cost of Living Adjustments (COLA) that complies with the County's Policy 5.070. Authorization of the CAO to execute contract amendments on behalf of the County for approved COLAs will allow the CAO to more effectively process required amendments to the Agreement in order to maintain call capacity. Your Board will be notified of any required amendments to this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Section 26227 of the Government Code, the Board of Supervisors may appropriate and fund programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons.

In 1980, your Board first adopted an Agreement with The Information and Referral Federation of Los Angeles County to ensure that I&R services were available to all County residents. These services are mandated by the California Department of Social Services' (CDSS) Manual of Policy and Procedures Section 30-002 and the Welfare and Institutions Code Section 15766.

On October 16, 2003, the California Public Utilities Commission designated The Information and Referral Federation of Los Angeles County, dba 211 LA County, as the sole provider for 2-1-1 services within the County of Los Angeles. Accordingly, 211 LA County is the sole source contractor for the current Agreement which will expire on December 31, 2006. The recommended Agreement will be effective January 1, 2007, or date of Board approval, whichever is later, through December 31, 2009.

The service needs for DHS and DPH, as a result of the organizational separation, will be further defined through meetings with 211 LA County.

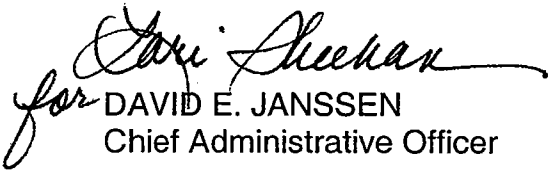
The Honorable Board of Supervisors
December 5, 2006
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This Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County requirements and regulations. The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

As 211 LA County is the current service provider, there will be no impact to services. All crisis services, such as Elder Abuse, Child Abuse, Mental Health crisis needs will continue to be provided twenty-four hours a day, seven days a week.

Respectfully submitted,


for DAVID E. JANSSEN
Chief Administrative Officer

DEJ:MKZ
DS:KH:pg

Attachment

c: County Counsel
Chief Information Officer
Director of Children and Family Services
Director of Community and Senior Services
Director and Chief Medical Officer of Health Services
Director of Mental Health
Director of Public Health
Director of Public Social Services
Executive Director of 211 LA County



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
THE INFORMATION AND REFERRAL FEDERATION OF LOS
ANGELES COUNTY, INC. dba
211 LA COUNTY
FOR
2-1-1 AND SPECIALIZED INFORMATION AND REFERRAL
SERVICES**

Prepared by
Chief Administrative Office

CAO CONTRACT AGREEMENT NUMBER:

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STANDARD EXHIBITS

- A STATEMENT OF WORK AND TECHNICAL EXHIBITS
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE
- D CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
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- J CHARITABLE CONTRIBUTION CERTIFICATION
- K CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE
HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPPA)

UNIQUE EXHIBITS

- L SAMPLE INVOICE FORMAT

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
211 LA COUNTY
FOR
2-1-1 AND SPECIALIZED INFORMATION AND REFERRAL SERVICES**

This Contract is made and entered into this _____ day of _____, 2007 by and between County of Los Angeles, hereinafter referred to as COUNTY and The Information and Referral Federation of Los Angeles County, Inc. dba 211 LA County, a California Non-Profit Benefit Corporation, hereinafter referred to as CONTRACTOR. The Information and Referral Federation of Los Angeles County is located at 526 West Las Tunas Drive, San Gabriel, CA 91776.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY lacks the expertise and resources necessary to provide information and referral services; and

WHEREAS, the California's Public Utilities Commission (CPUC) has designated CONTRACTOR as the designated provider of 2-1-1 services in the County of Los Angeles.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

- 1.1 EXHIBIT A Statement of Work
- 1.2 EXHIBIT B Pricing Schedule
- 1.3 EXHIBIT C Contractor's Proposed Schedule
- 1.4 EXHIBIT D Contractor's EEO Certification

- 1.5 EXHIBIT E County's Administration
- 1.6 EXHIBIT F Contractor's Administration
- 1.7 EXHIBIT G Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law
- 1.10 EXHIBIT J Charitable Contribution Certification
- 1.11 EXHIBIT K Contractor's Obligation as a "Business Associate" under the Health Insurance Portability & Accountability Act of 1996 (HIPPA)
- 1.12 EXHIBIT L Sample Invoice Format

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties and supersede all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-section 8.5, Change Notices and Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors or Board:** The Board of Supervisors is the governing body of the County of Los Angeles. The Board enacts ordinances and establishes specific regulations for the administration of COUNTY departments and special districts. The Board also sets salaries and adopts the final COUNTY budget on or before August 1 each year.
- 2.2 **Budget:** The document that details the CONTRACTOR'S costs for providing services and is included in the Contract. Included in the Budget are the following:
 - **Direct Costs:** Payroll, Employee Benefits (Medical, Dental, Life Insurance, etc.), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Other Direct Costs (Computer Hardware and Software, Telephone System, Equipment Maintenance, Space/Facility, Office Equipment, Supplies, Telephone/Utilities, Advertising costs, Building Maintenance, Custodial, and other - specified).
 - **Indirect Costs:** General Accounting/Bookkeeping, Management Overhead and other (specified).
 - **Total Cost to Contract Services:** The total cost to Direct and Indirect Costs.

- 2.3 **Chief Administrative Office (CAO):** The COUNTY department responsible for developing recommendations on fiscal policy matters for the Board, providing leadership of the COUNTY organization in carrying out the Board's policy decisions, and ensuring financial stability.
- 2.4 **Chief Administrative Officer:** The CAO department head or his/her designee.
- 2.5 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.6 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with COUNTY to perform or execute the work covered by the Statement of Work.
- 2.7 **Contract Monitoring Plan:** The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with Contract. The elements of the Plan are listed in the Performance Requirements Summary.
- 2.8 **Contract Start Date:** Date CONTRACTOR begins work in accordance with the terms of the Contract.
- 2.9 **Contract Manager:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 2.10 **County Contract Administrator (CCA):** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by CONTRACTOR.
- 2.11 **County Project Director:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager.
- 2.12 **County Project Manager:** Person designated by County Project Director to manage the operations under this Contract.
- 2.13 **Department of Community and Senior Services (DCSS):** The COUNTY department responsible for providing comprehensive human services to the residents of Los Angeles County including, but not limited to, the Adult Protective Service program.
- 2.14 **Department of Health Services (DHS):** The COUNTY department responsible for assessing health needs, developing policies to address those needs, and promoting health and preventive services. To the extent

that resources are available, providing the appropriate access to health care in the communities to the medically indigent and others who choose the County as their care provider.

- 2.15 **Department of Children and Family Services (DCFS):** The COUNTY department responsible for providing a comprehensive child protection system of prevention, preservation, and permanency.
- 2.16 **Department of Mental Health (DMH):** The COUNTY department responsible for providing clinically competent, culturally sensitive, and linguistically appropriate mental health services to its clients.
- 2.17 **Department of Public Health (DPH):** The COUNTY department responsible for implementation of programs designed to protect the public's health such as preparedness and response to bioterrorism, immunizations, lead-based paint inspections, restaurant and housing inspections, and anti-smoking campaigns.
- 2.18 **Department of Public Social Services (DPSS):** The COUNTY Department responsible for providing social services and financial assistance to eligible persons and families in Los Angeles County.
- 2.19 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.20 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.21 **Performance Requirement Summary (PRS):** The document furnished by COUNTY (Technical Exhibit 12.1), which identifies and summarizes the key performance indicators of this Contract. COUNTY will be using the PRS in evaluating CONTRACTOR to assure that the Contract performance standards are met.
- 2.22 **Quality Control Program:** All necessary measures taken by CONTRACTOR to assure that the quality of services will meet Contract completeness, consistency, and conformity.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in the Exhibit A, Statement of Work.
- 3.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be

deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **three years** effective January 1, 2007, or upon approval by COUNTY'S Board of Supervisors, whichever is later, and continuing through **December 31, 2009**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 Contingent upon available funding, the term of this Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Administrative Officer and the written concurrence of CONTRACTOR. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.
- 4.3 CONTRACTOR shall notify the COUNTY when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to CCA at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum contract payment for the term will be **\$16,125,618**. CONTRACTOR will be paid at a fixed monthly rate of **\$445,433** (1/12th of the maximum annual contract amount excluding the three year funding of \$90,000, designated for Countywide Emergency Hotline activities). For Countywide Emergency Hotline activities, the \$90,000 total contract amount, not to exceed \$30,000 per year, will be paid on an actual cost, monthly basis. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the COUNTY will then indicate to the CONTRACTOR whether or not the increased level of support can be continued based on COUNTY funded support.
- 5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to CCA at the address herein provided in *Exhibit E – County's Administration*.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in *Exhibit B - Pricing Schedule*, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.
- 5.5.2 CONTRACTOR's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.2 CONTRACTOR's invoices shall contain the information set forth in *Exhibit A - Statement of Work* - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 CONTRACTOR shall prepare and submit its invoice (*Exhibit J, - Invoice Format Sample*), along with its Monthly Management Report, to the CCA within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed.

5.5.5 All invoices under this Contract shall be submitted to the following address:

Chief Administrative Office
Office of Unincorporated Area Services and Special Projects
500 West Temple Street, Room 723
Los Angeles, CA 90012

5.5.6 All invoices submitted by CONTRACTOR for payment must have the written approval of the CCA prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. The COUNTY shall review the invoice/attachments and make payment adjustments as allowed by this Contract and authorize payment of an accurate invoice as soon as possible after receipt of the CONTRACTOR'S billing. The COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within thirty (30) days from receipt of an invoice that is accurate as to form and content.

5.5.7 The COUNTY may delay the last payment due hereunder until six (6) months after the termination of the Contract. The CONTRACTOR shall be liable for payment on thirty (30) days written notice of any offset authorized by this Contract not deducted from any payment made by the COUNTY to the CONTRACTOR.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY administration referenced in the following Sub-sections are designated in *Exhibit E - County's Administration*. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY PROJECT DIRECTOR

The responsibilities of County Project Director include:

- Resolving any contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager.

The County Project Director is authorized to make changes in the terms and conditions of this Contract pursuant to Sub-section 8.5 Change Notices and Amendments.

6.2 COUNTY PROJECT MANAGER

The responsibilities of County Project Manager include:

- Managing the operations under this Contract.
- Supervising the activities of the CCA.
- Reporting to the County Project Director and making recommendations on all matters to this Contract.

The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of CCA include:

- Ensuring that the objectives of this Contract are met.
- Negotiating changes in the terms and conditions of this Contract in accordance with Sub-section 8.5, Change Notices and Amendments.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.
- Meeting with Contract Manager on a regular basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Overseeing the day-to-day administration of this Contract.
- Compiling reports to the County Project Director.

The County Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACT MANAGER

7.1.1 Contract Manager is designated in *Exhibit F - Contractor's Administration*. CONTRACTOR shall notify COUNTY in writing within five (5) business days of any change in the name or address of Contract Manager.

7.1.2 Contract Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, Contract Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on COUNTY Contract at any time during the term of the Contract. COUNTY, at its sole discretion, will determine whether to provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

7.4.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff that does not pass such investigation(s) to

the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of COUNTY.

- 7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", Exhibit G, hereunder. Contractor shall submit to COUNTY, a signed "*Contractor Employee Acknowledgment and Confidentiality Agreement*" for each employee performing services under the Contract before execution of the Contract.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the COUNTY so designated without written authorization from COUNTY.

8.0 FURTHER TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Chief Administrative Officer. Any unapproved assignment or delegation shall be null and void. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at the COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

- 8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of

CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 8.1.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR".

8.2 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C. F. R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any

of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Contract, CONTRACTOR certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

8.5 CHANGE NOTICES AND AMENDMENTS

- 8.5.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by CONTRACTOR and by CCA.
- 8.5.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the Board of Supervisors.
- 8.5.3 The Chief Administrative Officer may prepare and sign amendments to the Contract without further action by COUNTY Board of Supervisors under the following conditions:
 - 8.5.3.1 Amendments shall be in compliance with applicable County, State, and federal regulations.
 - 8.5.3.2 The amendment is for a decrease in the Contract costs, or the amendment is for an increase of no more than 10 percent (10%) of the total original Contract amount, and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
 - 8.5.3.3 The COUNTY'S Board of Supervisors has appropriated sufficient funds in the appropriate budget unit(s).

8.5.3.4 The Chief Administrative Officer shall obtain the approval of County Counsel, or his designee, for an amendment to the Contract.

8.5.3.5 The Chief Administrative Officer will file a copy of all amendments with the Executive Office of the County Board of Supervisors within fifteen (15) days after execution of each amendment.

8.6 COMPLAINTS

CONTRACTOR shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating, and responding to user complaints.

8.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

8.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify CCA of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to CCA within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in

this Contract are incorporated herein by this reference. These shall include, but are not limited to:

8.7.1.1 *California Welfare and Institutions Code*

8.7.1.2 California Department of Social Services (CDSS) *Manual of Policies and Procedures*

8.7.1.3 *Social Security Act*

8.7.1.4 State Energy and Efficiency Plan [*Title 24, California Administrative Code*]

8.7.1.5 Clean Air Act (*Section 306, 42 USC 1857 (h)*)

8.7.1.6 Clean Water Act (*Section 508, 33 USC 1368*)

8.7.1.7 Executive Order 11738 and Environmental Protection Agency Regulations (*40 CFR Part 15*)

8.7.1.8 Equal Employment Opportunity (EEO) [*Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60*]

8.7.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7.3 CONTRACTOR shall maintain all licenses required to perform services required under this Contract.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, as amended, [42 USC Sections 2000 (e) (1) through 2000 (e) (17)], and the California Fair Employment and Housing Act [Cal. Gov. Code § 12900 et seq.] to the end that no person shall, on the grounds of race, religious creed, color, sex, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall certify to and comply with *Exhibit D - Contractor's EEO Certification*.

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.9.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deducts the fees received for jury service from the Employee's regular pay.
2. For purposes of this Sub-section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month

period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-section. The provisions of this Sub-section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Sub-section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to

unlawfully influence COUNTY's approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-section shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.13.2 Chapter 2.202 of COUNTY Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

8.13.3 Non-responsible Contractor

COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented.

CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the CAO shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.15.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding

Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.17.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, for such repairs shall repay all costs incurred by COUNTY, by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-section 8.5, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR consents and agrees to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to

be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

8.22.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

8.22.4 CONTRACTOR shall adhere to the provisions stated in Sub-section 7.5 - Confidentiality

8.23 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

8.24.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered, prior to commencing services under this Contract, to the CCA, Chief Administrative Office, Office of Unincorporated Area Services and

Special Projects, 500 West Temple Street, Room 723, Los Angeles, CA 90012.

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.24.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to

CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.24.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.24.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor's insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

- 8.25.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.25.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent, with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- 8.25.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 8.25.4 **Professional Liability/Errors and Omissions (E&O)** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract.

- 8.25.5 **Property Coverage** shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value and shall include:

Real Property and All Other Personal Property-Special form ("all-risk") coverage for the full replacement value of County-owned or leased property.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the County Project Director, CONTRACTOR is deemed to be noncompliant with the terms and obligations assumed hereby, the County Project Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to CONTRACTOR by the County Project Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the County Project Director determines that there are deficiencies in the performance of this Contract that the County Project Director deems are correctable by CONTRACTOR over a certain time span, the County Project Director will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the County Project Director may:

- (a) Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit A, Statement of Work,, Technical Exhibit 12.1*, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all

deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

8.26.3 The action noted in Sub-section 8.26.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This Sub-section shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 8.26.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

8.27 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly made a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise

If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in Paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.28 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, age, physical or mental disability, medical condition, marital status, or sexual orientation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.29.2 CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.29.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, age, physical or mental disability, medical condition, marital status, or sexual orientation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religious creed, ancestry, national origin, sex, age, physical or mental disability, medical condition, marital status, or sexual orientation.

- 8.29.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, age, physical or mental disability, medical condition, marital status, or sexual orientation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.29 when so requested by COUNTY.
- 8.29.7 If COUNTY finds that any provision of this Sub-section 8.29 has been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of CCA and/or County Project Manager any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If CCA or County Project Manager is not able to resolve the dispute, the County Project Director, or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Either party giving ten (10) days' prior written notice thereof to the other party may change addresses. The Chief Administrative Officer shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-section 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

8.38.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of County Project Director. COUNTY shall not unreasonably withhold written consent.

8.38.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section 8.38 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.39.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.39.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-section 8.39 shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.
- 8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of COUNTY may conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 REMOVAL OF UNSATISFACTORY PERSONNEL

"COUNTY shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of COUNTY, the CONTRACTOR shall immediately replace said personnel."

8.42 RULES AND REGULATIONS

During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the County Project Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as

CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from County Project Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder."

8.43 SUBCONTRACTING

8.43.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the prior written approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

8.43.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by COUNTY.

8.43.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

8.43.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract.

8.43.5 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

- 8.43.6 County Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.43.7 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract.
- 8.43.8 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure **delivery of all such documents to CCA** before any subcontractor employee may perform any work hereunder.
- 8.43.9 In the event that the COUNTY consents to subcontracting, CONTRACTOR shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

8.44 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 8.15 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-section 8.46 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.45 TERMINATION FOR CONVENIENCE

- 8.45.1 This Contract may be terminated, in whole or in part, from time to time, when COUNTY, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon

which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.45.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.45.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Sub-section 8.39 Record Retention & Inspection/Audit Settlement.

8.46 TERMINATION FOR DEFAULT

8.46.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Project Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.46.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Sub-section 8.46.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the

performance of this Contract to the extent not terminated under the provisions of this sub-section.

8.46.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 8.46.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-section 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.46.4 If, after COUNTY has given notice of termination under the provisions of this Sub-section 8.46, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-section 8.46, or that the default was excusable under the provisions of Sub-section 8.46.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.45 - Termination for Convenience.

8.46.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Sub-section 8.46.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 8.46. 2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand

Dollars (\$5,000) or 5 percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the Chief Administrative Officer, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-section 8.23 - Indemnification.

- 8.46.6 The rights and remedies of COUNTY provided in this Sub-section 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR IMPROPER CONSIDERATION

- 8.47.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.
- 8.47.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.47.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.48 TERMINATION FOR INSOLVENCY

8.48.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for CONTRACTOR; or
- The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.48.2 The rights and remedies of COUNTY provided in this Sub-section 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Contract in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated.

COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.51 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.52 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 WARRANTY AGAINST CONTINGENT FEES

8.53.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

8.53.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.54 CHILD/ELDER ABUSE/FRAUD REPORTING

8.54.1 CONTRACTOR staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

- 8.54.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 as soon as practically possible but no later than twenty-four (24) hours.
- 8.54.3 CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 8.54.4 CONTRACTOR staff working on this Contract shall also immediately report all suspected fraud situations to COUNTY within three (3) business days.
- 8.54.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by CONTRACTOR arising from CONTRACTOR's compliance with this Sub-section 8.54, whether due to CONTRACTOR's passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this section was negotiated and each was represented by independent legal counsel.

8.55 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORs to complete the certification in Attachment J, the COUNTY seeks to ensure that all COUNTY CONTRACTORs which receive or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers.

A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material

breach subjecting it to either Contract termination or debarment proceedings or both (COUNTY Code Chapter 2.202).

8.56 SHRED POLICY

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institution Code Section 10850, 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with subparagraph 8.39 of this Contract are to be maintained for a period of five (5) years.

8.57 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit K, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

8.58 COST-OF-LIVING ADJUSTMENTS

At the sole discretion of the COUNTY, the contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to

employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase."

IN WITNESS WHEREOF, the parties by their duly authorized signatures, have caused this contract to become effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE

By _____
DAVID E. JANSSEN
CHIEF ADMINISTRATIVE OFFICER

DATE

THE INFORMATION AND REFERRAL
FEDERATION OF THE COUNTY OF
LOS ANGELES, INC. dba 211 LA
COUNTY

By _____

Typed or Printed

Title

Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____

EXHIBIT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

STATEMENT OF WORK

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STATEMENT OF WORK

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to operate a comprehensive 24-hour, seven day a week specialized multilingual 2-1-1 service including: 1) information and referral (I&R) service available to all COUNTY residents; 2) an Elder Abuse Hotline, including Telecommunications Device for the Deaf/Teletypewriter (TDD/TTY) access, through the use of the dedicated Elder Abuse toll-free number; 3) a link to the Mental Health (DMH) ACCESS Center; 4) a link to Department of Children and Family Services (DCFS); 5) Department of Public Health (DPH) specialized services; and 6) Department of Health Services (DHS) specialized services.
- 1.1.2 CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to operate: 1) an information and referral service specifically for unincorporated area services, including code enforcement; 2) a Chief Administrative Office (CAO) Department Emergency Plan (DEP) Hotline; and 3) a Countywide Emergency Hotline for the public in the case of an emergency.
- 1.1.3 CONTRACTOR shall have the ability to provide through 2-1-1 additional dedicated I&R services and resources as required by special projects and initiatives of the COUNTY.
- 1.1.4 CONTRACTOR shall also provide and maintain a comprehensive database of community agencies to be referred to as the Community Resource Information Bank (CRIB).
- 1.1.5 CONTRACTOR must perform to the standards set forth in, Technical Exhibit 12.1, Performance Requirement summary, hereunder.

1.2 Key COUNTY Personnel

County Contract Administrator (CCA)

- 1.2.1 The COUNTY Chief Administrative Officer shall designate a CCA for purposes of Contract oversight. The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of this Contract. The CCA shall establish and facilitate a 2-1-1 Oversight Group consisting of representatives from involved COUNTY departments. The 2-1-1 Oversight Group shall assist the CCA in the monitoring and management of this Contract.
- 1.2.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information, and procedural requirements.
- 1.2.3 The CCA shall negotiate with CONTRACTOR on changes in service requirements pursuant to Contract Sub-paragraph 8.5, Change Notices and Amendments, herein above.

- 1.2.4 The CCA is not authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the COUNTY in any way.
- 1.2.5 The COUNTY will inform the CONTRACTOR of the name, address, and telephone number of the CCA and alternate, in writing, upon the effective date of this Contract, and at any time thereafter a change of CCA is made.

1.3 Key CONTRACTOR Personnel

1.3.1 Contract Manager

- 1.3.1.1 CONTRACTOR shall provide a Contract Manager who shall be responsible for the overall management and coordination of the Contract and act as liaison with COUNTY. The Contract Manager, or alternate so designated in writing to act on CONTRACTOR's behalf, shall respond within twenty-four (24) hours of verbal notice from COUNTY, excluding weekends and holidays, and shall be available for meetings with COUNTY staff within five (5) business days of notification.
- 1.3.1.2 The Contract Manager or alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of the Contract.
- 1.3.1.3 The Contract Manager and alternate shall be identified in writing prior to effective date of the Contract and within five (5) business days after a change of Contract Manager or alternate is made.

1.3.2 Other CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide staff with the professional background, experience and expertise to provide the work products required in this Statement of Work.
- 1.3.2.2 All CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.
- 1.3.2.3 CONTRACTOR shall be responsible for training its staff on cultural awareness and sensitivity {see Statement of Work (SOW) Section 3.0, COUNTY Furnished Items, and SOW Section 4.0, CONTRACTOR Furnished Items, hereunder}.

1.4 Standards and Quality Control

CONTRACTOR shall establish, maintain, utilize, monitor and enforce a comprehensive Standards and Quality Control Plan (Plan) to assure COUNTY of a consistently high level of product quality and service throughout the term of the Contract for all general I&R services; the Elder Abuse Hotline; DMH, DCFS, DPH and DHS related-calls; unincorporated area service calls; the CAO DEP Hotline; and the Countywide Emergency Hotline. The Plan, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Contract

Start Date, with revisions submitted to the CCA for approval prior to any amendments to the Plan. The Plan shall include, but not be limited to the following:

1.4.1 A monitoring system covering all services required by the Contract. The system must specify the methods for preventing, identifying and correcting deficiencies in the quality of service performed before the level of performance becomes unacceptable. The monitoring system must include the following:

1.4.1.1 Specific activities to be monitored;

1.4.1.2 Methods of monitoring to be used;

1.4.1.3 Frequency of monitoring;

1.4.1.4 Samples of forms to be used in monitoring; and

1.4.1.5 Title/level and qualifications of personnel performing monitoring functions.

1.4.2 CONTRACTOR shall record all 2-1-1 calls as part of its quality control program and place a message notifying callers that calls may be monitored and recorded. CONTRACTOR shall maintain an archive of recorded calls for up to one year.

CONTRACTOR shall utilize caller ID functionality in order to more quickly and effectively handle crisis and/ or suicide calls that need 9-1-1 response.

1.4.3 CONTRACTOR shall maintain a record of all performance inspections conducted by the CONTRACTOR, including the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. Records shall be provided to the CCA or their alternate quarterly or more frequently at the option of the CCA.

1.4.4 The method for continuing to provide services to COUNTY in the event of a strike or other work action of CONTRACTOR's employees, not to exceed monetary amounts of this Contract pursuant to Contract Section 5, Contract Sum.

1.5 Quality Assurance

1.5.1 CCA or their alternate shall monitor CONTRACTOR'S performance under this Contract on a quarterly basis, using the quality assurance procedures as defined in this Contract. (Reference Contract Section 8.16, COUNTY'S Quality Assurance Plan).

1.5.2 Performance Evaluation Meetings shall be held jointly by CCA (or their alternate) and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) (Technical Exhibit 12.2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

1.5.2.1 The minutes of any Performance Evaluation Meeting shall be prepared by the CCA or their alternate and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the minutes, he/she shall

submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the CCA will be final.

- 1.5.2.2 Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.3 Contract Discrepancy Reports

- 1.5.3.1 Verbal notification of a contract discrepancy will be made by the County to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified.
- 1.5.3.2 The CCA will determine whether a formal CDR shall be issued.
- 1.5.3.3 Upon receipt of a CDR, Contract Manager is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan resolving the problem, including appropriate training requirements and a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA in writing within a reasonable time period not to exceed ten (10) business days unless a different period is agreed to in writing by the CCA.

1.6 Government Observations

Federal, State, and/or COUNTY personnel, in addition to COUNTY contract management staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

1.7 Hours of Operation/Holidays

CONTRACTOR shall provide the services required under the Contract twenty-four (24) hours a day, seven (7) days a week or as otherwise specified in this Contract.

2.0 DEFINITIONS

2.1 Acceptable Quality Level (AQL)

Acceptable Quality Level is a measure to express the allowable variance from the Contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 Adult Protective Services (APS)

A State-mandated program, which provides investigation, crisis intervention and short-term case management services on behalf of elder and dependent adults who are victims of abuse, neglect, financial abuse, abandonment, isolation or abduction, or who are unable to protect their own interests, and to family members on behalf of the victims.

2.3 Budget

The Budget provides details of the CONTRACTOR's costs for providing services included in the Contract. Included in the Budget are the following:

Direct Costs: Payroll, Employee Benefits (Medical, Dental, Life Insurance, etc.), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Other Direct Costs (Computer Hardware and Software, Telephone System, Equipment Maintenance, Space/Facility, Office Equipment, Supplies, Telephone/Utilities, Advertising costs, Building Maintenance, Custodial, and other - specified).

Indirect Costs: General Accounting/Bookkeeping, Management Overhead, and other related costs.

2.4 Business Continuity Plan (BCP)

The COUNTY's BCP is a comprehensive plan for restoring the business functions that support critical programs and services after an emergency. The program may become unavailable due to a major widespread disaster, or a local incident such as a power failure, fire, or some other problem with the building or the systems that support a program. The BCP describes, among other things, how programs and functions will be restored following an incident.

2.5 California Work Opportunity and Responsibility for Kids (CalWORKs) Program

The State's mandated public assistance program to provide financial assistance and employment services to families with dependent children.

2.6 Chief Administrative Office (CAO)

Office of Emergency Management (OEM)

The office within the CAO responsible for overall management of emergency preparedness matters.

Office of Unincorporated Area Services (UAS)

The office within the CAO which is responsible for coordinating programs that address unincorporated area issues by working with the Board, County departments, other local governmental agencies and local civic organizations and leaders to assess unincorporated area needs and develop strategies for addressing those needs.

2.7 Community Resource Advisor (CRA)

The CONTRACTOR employee responsible for answering telephone inquires from the public, determining the availability of a community resource, and providing the resource information to the caller or walk-in client.

2.8 Community Resource Information Bank (CRIB)

The resource information system owned by the COUNTY and maintained by CONTRACTOR. The system consists of listings of public and private agencies and programs to which the CRAs refer callers for further assistance.

2.9 Department of Children and Family Services (DCFS)

The COUNTY department responsible for providing a comprehensive childrens protection system of prevention, preservation, and permanency.

2.10 Resource Writers

The CONTRACTOR employees (also known as Specialists) who maintain and update the listing of public and private agencies and programs contained in the CRIB.

2.11 Standard

A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

2.12 Transaction

A documented request for service which includes information about the referral that was made to the caller or walk-in client.

2.13 Types of Telephone Calls

2.13.1 Abuse and Neglect Calls

Callers who are in an emergent situation or critical state and require immediate intervention. These calls also typically require some level of follow-up.

2.13.2 Crisis Calls

Callers who are in an emergent situation or critical state. These calls need to be assessed and often require a referral for crisis intervention. These calls also typically require some level of follow-up.

2.13.3 Assisted Referral

Callers whose problem or situation requires assistance in referral to an organization. Assistance may be in the form of linking the caller to a service organization, talking with the service organization to arrange for services or participating in conference

calls with the caller and service provider. These transactions may require follow-up with the caller and/or the service provider.

2.13.4 Unassisted Referral

Callers who are referred to one or more organizations. These callers are given a referral and initiate contact on their own. No follow-up is necessary.

2.13.5 Simple Information Request/Explanation

A transaction that provides callers a response/explanation to a simple information request. This type of call typically includes looking up an address or phone number or explaining the service eligibility of a particular program. No follow-up is necessary.

3.0 COUNTY FURNISHED ITEMS

All COUNTY furnished items are provided by the COUNTY for the duration of the Contract only, and solely for the performance of this Contract. The COUNTY shall provide no materials, equipment, and/or services necessary to perform information and referral services, except as identified below.

3.1 Training Materials

- 3.1.1 COUNTY will provide cultural awareness and sensitivity training materials to CONTRACTOR staff annually or as needed.
- 3.1.2 COUNTY will provide Civil Rights training materials to CONTRACTOR staff annually or as needed.
- 3.1.3 COUNTY CSS/APS will provide training materials on handling calls that involve Elder Abuse to CONTRACTOR annually.
- 3.1.4 COUNTY DMH will provide training materials on handling calls that involve Mental Health services to CONTRACTOR staff will be provided one time a year.
- 3.1.5 COUNTY DCFS will provide training materials on handling calls that involve Child Abuse to CONTRACTOR staff as appropriate whenever justified by new staffing.
- 3.1.6 COUNTY CAO/UAS will provide unincorporated area services, including code enforcement, training materials to CONTRACTOR staff as appropriate and will review training material to assure relevant, up-to-date content is provided to CONTRACTOR minimally on an annual basis.
- 3.1.7 COUNTY CAO/OEM will provide emergency management training materials to CONTRACTOR staff as needed for particular campaigns.

3.2 Additional Materials

- 3.2.1 A list of COUNTY observed holidays.

- 3.2.2 A supply of Civil Rights Forms, Complaint of Discriminatory Treatment (PA 607) and Section 21 of Department of Public Social Services (DPSS) Civil Rights Handbook.

3.3 Equipment Purchased by County During Implementation Phase

The equipment purchased by COUNTY during the implementation phase of 2-1-1 which included, but is not limited to, call recording equipment, interactive voice recognition equipment, computers, and telecommunications equipment and associated software shall remain the property of the COUNTY for the duration of the Contract. The COUNTY shall have the option upon the termination of this Contract to request transfer of all COUNTY equipment to a location designated by the CCA. Such request shall be made in writing by the COUNTY and mailed to the CONTRACTOR. CONTRACTOR shall be responsible for the maintenance of COUNTY equipment and replacement and/or upgrade of COUNTY equipment described herein.

3.4 COUNTY Department Community Resource Information Bank (CRIB) Access

COUNTY and CONTRACTOR will determine automated mechanisms to transfer weekly updates to CRIB from CONTRACTOR to COUNTY via the internet. COUNTY will develop web-based interface to allow COUNTY departments access to the CRIB for purposes of developing customized directories, reports, and other materials.

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall furnish all personnel, equipment and supplies and training (except as provided by COUNTY in Section 3.0 herein above) necessary to perform all services required by this Contract and will adhere to all requirements imposed on CONTRACTOR by this Contract.

4.1 Personnel

CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff on a quarterly basis.

4.2 Equipment, Supplies and Materials

4.2.1 CONTRACTOR shall furnish all equipment, supplies and materials necessary to perform all services required by this Contract. This shall include, but not be limited to training materials (except those furnished by COUNTY in Section 3.0, COUNTY Furnished Items), supplies and support material necessary to perform all services. The CONTRACTOR shall provide office related items such as computers, printers, monitors, hardware, software, telephone systems, and instruments, including telephone messaging capacity, fax machines, photocopy machines, video tape (VHS) and digital video (DVD) devices, monitors, and other related items necessary to fulfill the terms of this Contract.

4.2.2 CONTRACTOR shall be responsible for the maintenance of COUNTY equipment and replacement and/or upgrade of COUNTY equipment furnished by COUNTY in SOW Section 3.0, COUNTY Furnished Items, Sub-section 3.3 Equipment Purchased by County During Implementation Phase.

4.3 Facilities

CONTRACTOR shall provide the necessary facility/facilities and furnishings required to execute this Contract.

4.4 Training

4.4.1 CONTRACTOR shall provide training in all aspects of services provided in this Contract through employee orientation and in-service training for all staff.

4.4.2 CONTRACTOR shall furnish ongoing training for all CONTRACTOR employees in the following areas:

- 4.4.2.1 Cultural awareness and diversity
- 4.4.2.2 Civil rights
- 4.4.2.3 CAO Departmental Emergency Plan
- 4.4.2.4 Countywide Emergency Management

4.4.3 CONTRACTOR shall also provide CONTRACTOR CRAs, database staff and their supervisors, training in the following areas:

- 4.4.3.1 Information and referral services
- 4.4.3.2 Elder and dependent adult abuse
- 4.4.3.3 Mental Health services
- 4.4.3.4 Child abuse
- 4.4.3.5 Public Health campaigns
- 4.4.3.6 Health Services referrals
- 4.4.3.7 Unincorporated area services, including code enforcement

4.4.4 Training will be provided by the CONTRACTOR utilizing COUNTY provided training materials including written materials and/or videos.

4.5 Posted Materials

CONTRACTOR shall post in its facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and the State-approved Non-Discrimination In-Service poster, *Equal Under the Law*. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

Telephone: (213) 894-1000

CONTRACTOR is encouraged to voluntarily post in its facility the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

4.6 Telephone Programming

4.6.1 Land Lines

4.6.1.1 CONTRACTOR work with the telecommunications providers to provide programming information to allow 2-1-1 access to all land line telephones, with the exception of facilities that knowingly block access to 2-1-1 and other 3-digit dialing codes, within Los Angeles County as of the effective date of this Contract.

4.6.1.2 CONTRACTOR shall perform testing of all 2-1-1 equipment, troubleshoot, and work with telephone service providers to resolve any issue related to connectivity.

4.6.1.3 CONTRACTOR shall immediately inform CCA of any issue related to connectivity which will impact the ability of callers to utilize the 2-1-1 dialing code.

4.6.2 Wireless Lines

4.6.2.1 CONTRACTOR shall work with COUNTY to resolve any access issues associated with wireless telephone carriers, Internet-based phone services, or other methods of potential access to 2-1-1.

4.6.2.2 CONTRACTOR will work with wireless telephone service providers to get program access to 2-1-1 and will continue to maintain the toll-free number (800) 339-6993 for wireless telephone users who cannot access 2-1-1 services.

4.6.2.3 CONTRACTOR will inform the public through its flyers and other public announcements if 2-1-1 cannot be accessed directly that callers should call 2-1-1's toll-free number or visit 2-1-1 LA County's website.

4.7 Support Services

4.7.1 CONTRACTOR shall be responsible for providing leadership in a series of support service areas to bring about system-wide improvements in the quality and usefulness of I&R Service. The support services shall conform to the *California Department of Social Services Divisions 10 and 30 of Policies and Procedures* requirements and shall, in addition, include:

4.7.1.1 Marketing Analysis

CONTRACTOR shall assist COUNTY in preparing and implementing 2-1-1 marketing plans and assist in analyzing the impact of all 2-1-1 I&R marketing. COUNTY shall approve all marketing campaigns associated with 2-1-1 or specialized I&R programs covered under this Contract.

4.7.1.2 Training

CONTRACTOR shall develop and regularly update training and technical assistance resources and make these available to participants in the I&R Federation.

4.7.1.3 Community Planning

CONTRACTOR shall provide coordination among the specialized and geographically limited I&R programs throughout the COUNTY by holding network meetings and providing training sessions on I&R techniques.

4.7.1.4 Recruitment

CONTRACTOR shall make reasonable efforts to establish written agreements with additional specialized I&R agencies.

4.7.1.5 Monitoring

CONTRACTOR shall monitor the COUNTY's I&R system and initiate or advocate changes to fill perceived gaps in services and to eliminate duplication.

4.8 2-1-1 Information and Referral Services

CONTRACTOR shall provide twenty-four (24) hour, seven (7) day a week, Information and Referral Services to residents of Los Angeles County through a 2-1-1 dialing code, toll-free dedicated phone number, local call exchange, and through the availability of a Telecommunications Device for the Deaf/Teletypewriter (TDD/TTY) line.

4.9 Elder Abuse Hotline

CONTRACTOR shall provide a twenty-four (24) hour, (7)-seven day a week, toll-free Elder Abuse Hotline with two (2) lines available to the public through the existing 1 (877) 477-3646 number. TDD/TTY access shall be provided for callers with hearing impairments. CONTRACTOR shall accept collect calls on another business line from callers who are outside the local toll-free dialing area, and shall have a line available for APS staff to call in for referrals, messages or information.

4.10 Mental Health Hotline

CONTRACTOR shall provide a link to a twenty-four (24) hour, (7) seven day a week, toll-free Mental Health ACCESS Center Hotline.

4.11 Child Abuse Hotline

CONTRACTOR shall provide a link to a twenty-four (24) hour, (7) seven day a week, toll-free hotline number.

4.12 Public Health Specialized Services and Campaigns

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CONTRACTOR shall provide twenty-four (24) hour, (7) seven day a week Public Health Campaign information to residents of Los Angeles County through a 2-1-1 dialing code.

4.13 DHS Specialized Services

CONTRACTOR shall provide twenty-four (24) hour, (7) seven day a week Health Services information to residents of Los Angeles County through a 2-1-1 dialing code.

4.14 2-1-1 Unincorporated Community Services

4.14.1 CONTRACTOR shall provide 7:00 am to 7:00 pm, Monday through Friday, Unincorporated Community Services to unincorporated area residents of Los Angeles County through a 2-1-1 dialing code.

4.14.2 CONTRACTOR shall continue to receive calls on code enforcement issues and shall continue to designate trained Community Resource Advisors to handle these calls. In addition, callers to 2-1-1 shall be given the option to obtain code enforcement information through an automated menu system.

4.15 CAO Department Emergency Plan Hotline

CONTRACTOR shall retain a toll free number so that employees of the CAO shall have the ability to call that telephone number to access a specialized interactive voice recognition (IVR) Menu System provided by CONTRACTOR, following a local or regional disaster, to obtain information on CAO work schedules, work assignments, and work locations.

4.16 Countywide Emergency Hotline

CONTRACTOR shall provide a twenty-four (24) hour, (7) seven day a week, toll-free Emergency Hotline that has recorded, menu driven information available to the public through the existing 1(800) 980-4990 number. When the Emergency Operations Center (EOC) has activated an emergency in Los Angeles County, public access shall be provided through the 2-1-1 dialing code. TDD/TTY access shall be provided for callers with hearing impairments. CONTRACTOR shall accept collect calls on another business line from callers who are outside the local toll-free dialing area, and shall have a line available for CAO, Office of Emergency Management (OEM) staff to call in for referrals, messages or information.

5.0 SPECIFIC TASKS RELATED TO COUNTY SERVICES

5.1 Information and Referral (I&R) Services

CONTRACTOR shall maintain a comprehensive I&R program which shall be accessible to all areas of the County of Los Angeles through the 2-1-1 dialing code, local telephone number, or through a toll-free telephone number.

The CONTRACTOR shall provide information and referral services to all walk-in clients. The function of I&R services shall be to provide the entry point for people who do not know where to turn for help.

To perform its function effectively, CONTRACTOR shall:

5.1.1 Use an Interactive Voice Recognition (IVR) Menu System

5.1.1.1 CONTRACTOR shall use an IVR Menu System including menu options to obtain information and referrals. A language assessment feature shall be used to determine the language needs of each caller. There must be an override feature enabling callers to directly access a Community Resource Advisor (CRA).

5.1.1.2 CONTRACTOR shall develop and maintain a menu system to allow callers the option to obtain certain I&R services through an automated menu system rather than speaking directly with a CRA.

5.1.1.3 CONTRACTOR shall take appropriate measures to ensure the hearing impaired community using TDD/TTY equipment has access to the 2-1-1 system.

5.1.2 Provide Timely Response to Calls

CONTRACTOR shall provide immediate response to callers and/or walk-in clients. CONTRACTOR shall staff I&R services at a level which enables immediate response. Information and referrals shall be provided as courteously and completely as possible. 80 percent (80%) of calls shall be answered within one (1) minute of the completion of the initial IVR Menu System options.

5.1.3 Handle Crisis Calls

CONTRACTOR shall have the capability to handle crisis calls. When crisis calls are received, they shall be given special handling through the use of the IVR Menu System or other means. CONTRACTOR staff shall provide follow-up, as needed, within five (5) business days, on crisis calls to verify that the crisis has been satisfactorily addressed by the resource to which the caller was referred. (Refer to Section 7.3 below).

5.1.4 Provide 24-Hour Availability

2-1-1 and general I&R service shall be available to the public twenty-four (24) hours per day, seven (7) days per week, 365 days per year.

5.1.5 Make Accurate and Appropriate Referrals

CONTRACTOR shall provide quality I&R services and documentation of the accuracy and appropriateness of referrals and caller satisfaction with services. If incorrect information is provided or inaccurate referral is made and the caller has provided CONTRACTOR with correct information, CONTRACTOR shall correct the information and/or referral and notify the caller within 24 hours of discovery.

5.1.6 Serve Callers in Their Own Language

- 5.1.6.1 In order to provide service to all persons in the COUNTY needing service, CONTRACTOR shall respond to the needs of the community by placing a high priority on recruiting and retaining bilingual staff.
- 5.1.6.2 CONTRACTOR shall ensure that at least 50 percent (50%) of its direct service staff are bilingual and shall have the ability to respond to Spanish-speaking callers on a twenty-four hour, seven days a week basis.
- 5.1.6.3 CONTRACTOR shall use the IVR Menu System's language assessment feature to route calls to CRAs with appropriate language skill sets or as a means of initiating a link or conference call to a language interpretation service.
- 5.1.6.4 CONTRACTOR shall maintain a TDD/TTY machine in order to ensure the hearing impaired have access to I&R services.

5.2 Elder Abuse Hotline

CONTRACTOR shall provide and maintain a toll-free hotline through the existing (877) 477-3646 number in accordance with the Department of Community and Senior Services (DCSS) and DPSS policies and procedures (refer to Technical Exhibit 12.4 for Elder Abuse Hotline Protocols).

CONTRACTOR is required to provide services twenty-four (24) hours a day, 7 days a week. The IVR Menu System cannot be used in conjunction with this service. CONTRACTOR is required to accept collect calls, on another established line, from callers who are outside the service area.

CONTRACTOR staff shall:

- 5.2.1 Provide immediate priority response to callers and walk-in clients.
- 5.2.2 Refer suspected cases of elder abuse and dependent adult abuse to DCSS/Adult Protective Services (APS) according to established protocols. (Technical Exhibit 12.4, Elder Abuse Hotline Protocols).

5.2.2.1 Business Hours

Business hours are Monday – Friday from 8:00 am to 5:00 pm. Refer APS related calls and any calls requiring APS follow-up to the APS Centralized Intake Unit.

5.2.2.2 APS Referrals After-Hours

Refer calls requiring APS follow-up to the After-Hours APS Social Worker. COUNTY DCSS will provide CONTRACTOR with a weekly duty schedule of After-Hours Social Services staff.

- 5.2.3 Refer all calls to APS from persons mandated to report suspected cases of elder abuse and dependent adult abuse pursuant to *Welfare & Institutions Code* (WIC) Section 15630.
- 5.2.4 Provide COUNTY APS with a copy of the completed telephone transactions form for each call received on the Hotline via fax or digitally secured format as requested by APS.

5.3 Mental Health Referral Services

5.3.1 Mental Health General I&R Services

General Information and Referral services calls should be referred to ACCESS hotline for appropriate triage if necessary or link to a caseworker. CONTRACTOR shall handle call transfers from the DMH ACCESS Center for general I&R services not available or provided through DMH.

5.3.2 ACCESS Center

5.3.2.1 When referring and connecting calls to the ACCESS Center, CONTRACTOR will utilize a dedicated number for tracking purposes. This number shall not be provided to the general public by the CONTRACTOR. When linking to the ACCESS Center, CONTRACTOR will complete an APS report if information is provided by caller.

5.3.2.2 ACCESS will maintain a link to 2-1-1, for tracking purposes only. This number shall not be provided to the general public by CONTRACTOR.

5.3.3 DMH Crisis Intervention and Referral Hotline

Requests for psychiatric evaluation or psychiatric emergency should be linked to the ACCESS Center telephone number for triage and dispatch of Field Response Operations Teams. ACCESS center determines which team will respond. CONTRACTOR will maintain the (800) 854-7771 toll-free, menu-driven number as a crisis intervention and mental health referral.

5.3.4 DMH Resources and Training

DMH will provide CONTRACTOR with updated resources on Emergency Outreach Bureau/Field Response Operations (EOB/FRO) policies and procedures once a year. Training on the process for how DMH dispatches and tracks calls based on EOB/FRO policies and procedures will be provided once a year.

5.4 Children and Family Referral Services

5.4.1 Non-DCFS Referral Calls

DCFS shall transfer all calls that do not involve child abuse and neglect to 2-1-1 through the use of an IVR system.

5.4.2 General Children and Family I&R Services

- 5.4.2.1 CONTRACTOR will maintain a toll-free, menu-driven, public information number that will provide the public with a choice of selecting children and family I & R resource services. The menu option shall be provided in English and in Spanish.
- 5.4.2.2 CONTRACTOR shall handle call transfers from the DCFS Child Abuse Hotline for general I & R services not available or provided through the DCFS Child Abuse Hotline.
- 5.4.2.3 CONTRACTOR shall follow the appropriate protocols and reporting requirements for call transfers. Protocols shall include the identification and transfer of calls from the CONTRACTOR to DCFS and from DCFS to the CONTRACTOR (Refer to Technical Exhibit 12.5 for DCFS General I&R Services Protocols).

5.4.3 DCFS Child Abuse Hotline

CONTRACTOR shall provide a link to the toll-free Child Abuse hotline through the existing 1(800) 540-4000 number in accordance with DCFS policies and procedures (Refer to Technical Exhibit 12.5 for Child Protection Hotline Protocols).

CONTRACTOR staff shall:

- 5.4.3.1 Provide immediate response to callers.
- 5.4.3.2 Refer suspected cases of child abuse and neglect to DCFS according to established protocols. (Refer to Technical Exhibit 12.5, Child Protection Hotline Protocols, for established procedures).
- 5.4.3.3 Referrals During and After Business Hours

Refer DCFS related callers and any follow-up calls requiring DCFS follow-up to DCFS Child Protection Hotline, 1(800) 540-4000, twenty-four (24) hours, seven (7) days a week, including holidays. If information presented by a caller does involve issues of child abuse, neglect, or exploitation the CONTRACTOR staff will establish a three-way call between the CONTRACTOR, the caller, and Child Protection Hotline by calling 1(800) 540-4000. CONTRACTOR is to remain on the line in order to verify the linkage has been made. CONTRACTOR may assist in explaining the situation to the DCFS Intake Evaluator.
- 5.4.3.4 Refer all calls to DCFS from persons mandated to report suspected child abuse pursuant to Penal Code 11165.7.
- 5.4.3.5 Provide COUNTY DCFS with a copy of the completed Management reports for the calls transferred from the DCFS Hotline, on a monthly basis.

5.5 Public Health Specialized Services

CONTRACTOR and the Department of Public Health (DPH) shall meet as needed to plan for the utilization of 2-1-1 to disseminate information to the public regarding public health issues and other special programs. CONTRACTOR and DPH shall develop appropriate materials to assist CRAs in handling the call. DPH will meet with CONTRACTOR or CONTRACTOR'S representatives in advance to provide information on the type and timeline of public health campaigns and provide information and/or training to CONTRACTOR's staff so that they can respond to callers appropriately.

5.6 Health Services Information and Referral Services

CONTRACTOR and the Department of Health Services (DHS) shall meet as needed to plan for the utilization of 2-1-1 to disseminate information to the public regarding health services issues and other special programs. If appropriate, CONTRACTOR and DHS shall develop appropriate materials to assist CRAs in handling the calls. DHS will meet with CONTRACTOR or CONTRACTOR'S representatives in advance to provide information on the type and timeline of campaigns and provide information and/or training to CONTRACTOR's staff so that they can respond to callers appropriately.

5.7 2-1-1 Unincorporated Community Services

CONTRACTOR shall dedicate specialized CRAs to provide resource/referral services for residents of the unincorporated communities of Los Angeles County to report potential code violations, receive information on the enforcement of various COUNTY-enforced codes and regulations, and receive referrals to the appropriate COUNTY department or other government agency that provides municipal services to the unincorporated areas. In all cases, CONTRACTOR shall maintain database records for use in following-up on the outcome of calls made to 2-1-1 regarding unincorporated area municipal services and code enforcement. 2-1-1 shall focus on potential violations of COUNTY Code. All calls from the constituents of the unincorporated area related to municipal services and code enforcement shall be handled through 2-1-1 as assisted referrals.

5.7.1 CONTRACTOR shall provide multilingual services and will operate between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. 80 percent (80%) of all calls shall be answered in one (1) minute or less.

5.7.1.1 COUNTY shall notify CONTRACTOR of any required modifications to this schedule. CONTRACTOR shall provide extended service, as needed, within twenty-four (24) hours of COUNTY'S request.

5.7.2 CONTRACTOR shall provide an IVR Menu System between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday and all day Saturday and Sunday. The IVR Menu System shall provide callers with:

5.7.2.1 Means to immediately report emergency situations;

5.7.2.2 Ability to leave their personal data, including name, phone number, residence zip code (and address if provided), and non-emergent problem description; and

- 5.7.2.3 Information on reporting potential code enforcement violations, locations of facilities in their area, telephone numbers to report potential code enforcement violations (during and after business hours), and other appropriate information.
- 5.7.3 CONTRACTOR shall have access to necessary referral information maintained by COUNTY departments and agencies that respond to code enforcement violations and issues throughout the COUNTY. Detailed information about the programs and services offered, contact persons, and telephone numbers shall be included. CONTRACTOR shall compile non-COUNTY agency information which shall include, but not be limited to, municipal service departments providing code enforcement within an incorporated city boundary.
- 5.7.4 CONTRACTOR shall process each call in one of the following manners:
 - 5.7.4.1. Provide assisted referral for the caller to the appropriate COUNTY department or other appropriate agency;
 - 5.7.4.2. Collect potential code violation and inquiry information and provide assisted transfer of the call to the appropriate department; or
 - 5.7.4.3 Collect potential code violation or inquiry information and refer the information to the appropriate department if the caller does not request an assisted referral. The caller shall be informed which department will receive the referral and the caller shall be provided the appropriate phone number and assigned control number.
- 5.7.5 CONTRACTOR shall follow-up with a minimum of 10 percent (10%) of the calls received in order to assess the quality of services provided by referral departments. Control numbers shall be assigned to calls for tracking purposes. CONTRACTOR shall provide COUNTY with a monthly report of survey (follow-up) calls indicating the number of callers contacted, the number of callers satisfied with the quality of services provided by CONTRACTOR, and number of callers satisfied with the quality of services provided by COUNTY.
- 5.7.6 CONTRACTOR shall meet with COUNTY as needed to monitor and oversee calls handled on code enforcement and other municipal services.
- 5.7.7 Should the projected volume of calls fail to meet COUNTY expectations, the COUNTY may require, with 60-Day notification, that the CONTRACTOR enhance marketing outreach efforts to meet call volume requirements.

5.8 CAO Department Emergency Plan Hotline

CONTRACTOR shall have the ability to provide a specialized IVR Menu System for employees of the CAO following a local or regional disaster in which CAO work schedules, work assignments, and work locations are subject to change through a toll free number. Consistent with the CAO DEP, CAO employees shall have the ability to call the phone number following a local or regional disaster, or other event as required by the CAO, and utilize the IVR Menu System to receive updated information. The COUNTY will provide CONTRACTOR with updated information and develop scripts prior to utilization of the service. COUNTY shall

designate CAO staff authorized to access the system or request activation of the CAO DEP feature.

5.9 Countywide Emergency Hotline

- 5.9.1 CONTRACTOR will maintain the toll-free 1(800) 980-4990, menu driven public information hotline number that will provide the public with essential information on how to prepare in advance for disasters and the agencies to contact for assistance when a disaster occurs. In the event that menu-driven options do not meet the public's need, the caller will be given the option of calling 2-1-1 to speak with a CRA.
- 5.9.2. CONTRACTOR will allocate resource personnel and other staff, as needed to maintain accurate and up-to-date information to allow access to assistance from information provided to CONTRACTOR by the CAO's Office of Emergency Management (OEM).
- 5.9.3 COUNTY will provide CONTRACTOR with preparedness information on various types of hazards for inclusion in the CRIB. In the event of an actual disaster in the County of Los Angeles, COUNTY OEM will provide CONTRACTOR with specific public assistance information materials to be placed on the hotline.
- 5.9.4 As part of the COUNTY's OEM Emergency Survival Program, CONTRACTOR shall mail County-provided disaster related information materials to Los Angeles County residents and others who request copies of such materials at no additional cost to COUNTY.
- 5.9.5 Performance under this section 5.9 is not to exceed \$30,000 per year for actual cost, invoiced on a monthly basis, consistent with the line items shown in Exhibit B. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the COUNTY will then indicate to the CONTRACTOR whether or not the increased level of support can be continued based on COUNTY funded support.

6.0 CONTRACTOR TRAINING REQUIREMENTS

6.1 Staff Orientation/Training

CONTRACTOR shall provide orientation and training for all paid and volunteer staff.

- 6.1.1 On the first day of employment, each CONTRACTOR employee will receive a 2-1-1 LA County Personnel and Procedures Manual and a personnel packet containing information related to employee benefits, as well as a W-4 and various data collection forms which are to be completed and returned according to instructions.
- 6.1.2 New CRAs will receive a minimum of 2 to 3 weeks of intensive orientation, which will include the following:
 - 6.1.2.1 Assessment skills.
 - 6.1.2.2 Communication techniques.

- 6.1.2.3 Crisis call-handling.
- 6.1.2.4 Use of all resource system components.
- 6.1.2.5 Information, including Protocols, concerning programs associated with DPSS, DCSS/APS, DMH, DCFS, DPH, DHS, CAO/OUAS and CAO/OEM, and other involved COUNTY departments and the Board offices.
- 6.1.2.6 Proper referral and handling of calls regarding municipal services in unincorporated areas, including code enforcement calls.
- 6.1.2.7 In-house procedures, including telephone/TDD/TTY procedures and transaction form completion.
- 6.1.2.8 On-the-job training.
- 6.1.3 New CRAs will:
 - 6.1.3.1 Observe skilled CONTRACTOR employees taking calls and have the opportunity to ask questions.
 - 6.1.3.2 Assist skilled CRAs in taking calls by locating resources as requested.
 - 6.1.3.3 Handle calls under immediate supervision of a trained CRA.
 - 6.1.3.4 Complete transaction forms on calls taken for review by the CONTRACTOR supervisor coordinating the orientation.
- 6.1.4 New CRAs who will be working full-time will be assigned to a training unit following completion of their orientation training. Part-time CRAs will be assigned and commence work under close CONTRACTOR supervision.
- 6.1.5 New Resource Writers will receive a data resource system (CRIB) procedures manual and one-half to one day of training which will feature:
 - 6.1.5.1 Inclusion criteria for the resource file.
 - 6.1.5.2 Resource call preparation procedures.
 - 6.1.5.3 Resource call protocols.
 - 6.1.5.4 How to write comments sections.
 - 6.1.5.5 How to index an entry.
 - 6.1.5.6 Types of Community Resources.
 - 6.1.5.7 Information Bank (CRIB) entries.

- 6.1.6 New Resource Writers will work closely with current CONTRACTOR staff for the first two weeks of their assignment.
- 6.1.7 In addition to receiving a resource system (CRIB) procedures manual (reference 6.1.5 above) new Resource Writers will receive training in all activities related to maintaining the CRIB, including the following:
 - 6.1.7.1 Coding of information.
 - 6.1.7.2 Preparation of data for entry into the system.
 - 6.1.7.3 Tracking and management of profile forms and related correspondence.
 - 6.1.7.4 Reviewing and correcting entries prior to processing.
 - 6.1.7.5 Correspondence with agency/firm directors.
 - 6.1.7.6 Survey procedures.
 - 6.1.7.7 Applicable filing systems.
- 6.1.8 Other new CONTRACTOR employees will receive training as needed, from their immediate supervisor and/or other persons designated by the supervisor.

6.2 Ongoing Training

- 6.2.1 All CONTRACTOR staff shall participate in ongoing training on a biannual basis, at minimum. Such training shall include case conferencing with supervisors, educational staff meetings, workshops and conferences.
- 6.2.2 CONTRACTOR shall monitor with a minimum of ten percent (10%) of the Unincorporated Area calls received per month in order to assess the quality of CRA training levels.
- 6.2.3 CONTRACTOR shall monitor a minimum of 2 calls per CRA per week for all 2-1-1 calls, except for Unincorporated Area calls, in order to assess the quality of CRA training levels.
- 6.2.4 CONTRACTOR shall provide a training monitoring report to the CCA or their designee on a quarterly basis. The report shall include the number of monthly calls monitored; the number and type of training-related deficiencies; and the corrective training plan related to those deficiencies, including the date training was provided to correct the deficiencies.

7.0 CONTRACTOR CALL HANDLING AND FOLLOW-UP PROTOCOLS

7.1 Provide Information to Callers

Provide explanation to callers by giving detailed information about community services and/or obtaining background information about the caller. Information given shall be accurate and pertinent to the caller's request.

7.2 Handle Abuse and Neglect Calls

CONTRACTOR shall follow COUNTY protocols for handling abuse and neglect calls related to elder and dependent adults, children and mental health clients. (Refer to Technical Exhibits: 12.4 for Elder Abuse Hotline Protocols, 12.6 for Mental Health Hotline Protocols and 12.9 for Child Abuse Hotline Protocols). CRA shall maintain contact with the caller and the intervening County department until the crisis has been managed to the satisfaction of all parties. These transactions typically involve some level of follow up.

7.3 Handle Crisis Calls

Conduct an assessment with the caller and directly connect the caller to the appropriate crisis intervention services as determined on a case-by-case basis. CRA shall maintain contact with the caller and the intervening County department until the crisis has been managed to the satisfaction of all parties. These transactions can involve lengthy assessments and typically involve some level of follow-up.

7.4 Handle Assisted Referrals

Provide assisted referral services to callers by making a referral to one or more service organizations. Due to the nature of the caller's problem/situation, the CRA is required to mediate between the caller and one or more service organizations. Mediation can involve talking with the service organization to arrange for services, advocating on behalf of the caller with DPSS, CSS/APS, DMH, DCFS, DPH, DHS, CAO/OUAS or CAO/OEM and/or other County departments by reporting or participating in conference calls with the caller and service provider. These transactions may require follow-up (described in Section 7.9 hereunder). CRAs shall directly inquire and provide assisted referrals for all calls unless the caller indicates otherwise.

7.5 Handle Unassisted Referrals

Provide a referral to one or more services organizations. The caller is given the referral(s) and contacts the service/program on his/her own. No follow-up is provided.

7.6 Handle Simple Information Request/Explanation

Provide a response/explanation to a simple information request, including calls responded to by staff as well as automated access to taped and computerized information. This type of call typically includes looking up an address or phone number, or explaining the service eligibility of a particular program. No follow-up is provided.

7.7 Handle Call Transfers

CONTRACTOR, CCA and appropriate COUNTY departments shall meet as needed to develop a comprehensive integrated call transfer system to address the needs of COUNTY and CONTRACTOR in providing their respective services. COUNTY shall determine the feasibility of utilizing appropriate technology to provide for an efficient and accountable call transfer system including the integration of voice and data in the transfer process. Development of this system shall be coordinated with similar efforts for other participating COUNTY departments.

7.8 Provide Callers with Linkage to a County or Community Agency

CONTRACTOR staff shall actively participate in linking callers, when necessary, to needed service(s) by directly contacting an agency on behalf of the caller. In the case of calls related to unincorporated area services, CONTRACTOR staff shall link all calls to needed service(s) by directly contacting the agency on behalf of the caller. The methods for linking callers may include:

- 7.8.1 Setting up a conference call.
- 7.8.2 Notifying an organization of forthcoming contact by a caller.
- 7.8.3 Scheduling an appointment for a caller for the purpose of establishing the caller's eligibility in obtaining a needed service.
- 7.8.4 Assisting the caller in obtaining a needed service when the caller cannot effectively represent himself/herself.

7.9 Provide Follow-up

CONTRACTOR shall:

- 7.9.1 Provide follow-up (on referrals with callers whose situation indicate follow-up is needed to ensure their service need was met) by attempting to contact the caller and/or community agency within five (5) business days of making the referral.
- 7.9.2 Provide caller-related follow-up by contacting the caller and/or the community agency to which a referral was made in order to ascertain whether the caller has been linked with the service and whether appropriate service has been provided.
- 7.9.3 If the caller has not linked with the service, CONTRACTOR staff shall reassess the caller's service need(s) in order to determine whether other appropriate action should be undertaken to effect linkage.
- 7.9.4 Provide service-related follow-up on a randomly selected sample, with the sample size determined by section 12.1.3.3, of information calls each month to check the accuracy of the information given, identify service gaps and update the CRIB. Follow-up for Unincorporated Areas will be completed as delineated under section 5.7.5.

7.10 Complete Documentation of Each Transaction

CONTRACTOR shall complete documentation for each 2-1-1 transaction as follows:

- 7.10.1 Every 2-1-1 transaction shall be documented in a manner that will allow CONTRACTOR to produce automated reports on 2-1-1 transactions, as requested by COUNTY. At a minimum, and to the extent possible, information collected on each transaction shall include the data items listed in Technical Exhibit 12.3, 2-1-1 Documentation Data Fields.
- 7.10.2 CONTRACTOR shall maintain information in an electronic format that will allow the COUNTY to request, in addition to regular statistical reports, ad hoc reports and available data as needed. Regular statistical reports, including a report on monthly call volume, and any other report as mutually agreed upon by CONTRACTOR and COUNTY.
- 7.10.3 Either electronically or manually, CRA shall prepare a data form for each transaction according to CRA standards and procedures established by CONTRACTOR.
- 7.10.4 Either electronically or manually, CRA shall prepare a data form for each follow-up according to CRA standards and procedures established by CONTRACTOR.

8.0 CONTRACTOR REPORTING PROTOCOLS

8.1 Reports Provided to COUNTY on the Monthly Call Metrics

- 8.1.1 CONTRACTOR shall provide COUNTY with monthly reports on the volume of 2-1-1 and general I&R calls received on other telephone lines, no later than 30 days after the last day of the subject month. CONTRACTOR shall include in the report the volume call trend for all prior months including monthly percent changes to the call volume.
- 8.1.2 In addition to detailed reports of the overall service, CONTRACTOR shall identify within the monthly report the volume of calls referred, unassisted and assisted, to the following departments and or the programs sponsored by these departments or facilities operated by these departments: DPSS, DCSS, DMH, DCFS, DPH, DHS and CAO.
- 8.1.3 CONTRACTOR shall maintain uniform reporting formats and maintain records for 2-1-1 and general I&R services (including, but not limited to homeless service referrals and resources), Elder Abuse Hotline, DMH, DCFS, DPH and DHS service calls, unincorporated area services including code enforcement, CAO DEP, and Countywide Emergency Hotline. A written record of complaints shall be maintained, not only for

the purpose of documentation, evaluation and accountability, but also for needs assessment, training, and other planning purposes.

8.2 DMH Reporting Requirements

8.2.1 CONTRACTOR shall complete and submit to DMH ACCESS Center, on the first week of the month, a detailed report for the proceeding month which includes:

8.2.1.1 Number of calls received and calls referred to the ACCESS Center.

8.2.1.2 Number of calls referred directly to the (800) 854-7771 Mental Health Hotline.

8.2.2 CONTRACTOR shall complete and submit monthly reports specific to foster care calls which identify the following information:

8.2.2.1 Address/location of child (e.g. group home/foster care, relative care/parent's home).

8.2.2.2 Requested services (e.g. mobile crisis response, mental health referral or consultation).

8.2.2.3 Demographic information on male/female clients.

8.2.2.4 City of residence.

8.2.2.5 Age group of caller: 0 to 5; 6 to 15; 16 to 25 years.

8.2.2.6 Number of monthly calls referred to the ACCESS Center through the (800) 854-7771 or the ACCESS Center 2-1-1 linking line.

8.2.3 DMH will provide training to CONTRACTOR for section 8.2.2

8.3 DCFS Reporting Requirements

2-1-1 shall provide DCFS a monthly Management report on the utilization patterns with its monthly invoice. This report shall include, but may not be limited to:

8.3.1 Information on the number of callers.

8.3.2 Referrals provided.

8.3.3 Referrals made to the Hotline.

8.4 CAO Reporting Requirements

8.4.1 CONTRACTOR shall maintain information in a format that will allow the COUNTY to request, in addition to regular statistical reports, ad hoc reports as needed. The following information about each call answered under the contract shall be documented:

- 8.4.1.1 Telephone number of caller (if provided).
- 8.4.1.2 Zip code of caller (if provided).
- 8.4.1.3 Address, zip code, and nature of service request or potential code violation or problem.
- 8.4.1.4 Department(s) receiving referral.
- 8.4.1.5 Type of referral provided (transfer to department, information provided to caller, report taken, etc.).
- 8.4.1.6 Language required by caller.
- 8.4.1.7 Date, time, and duration of call.
- 8.4.1.8 Call urgency (routine, emergency, etc.).
- 8.4.1.9 Availability to caller (first time call versus call-back due to previous call answered through the IVR Menu System).
- 8.4.1.10 Applicability of call (code enforcement call versus other municipal service calls).
- 8.4.1.11 Referrals made to non-COUNTY agencies.
- 8.4.2 CONTRACTOR shall collect and compile the following:
 - 8.4.2.1 Call volume by day of the week in hourly time increments.
 - 8.4.2.2 Call answering time by day of the week in hourly time increments.
 - 8.4.2.3 Call duration.
 - 8.4.2.4 Call abandon rate.
 - 8.4.2.5 Call volume during after-hours.
 - 8.4.2.6 System unavailability (downtime).
- 8.4.3 Summary reports shall be compiled and distributed to the COUNTY on a monthly, quarterly and annual basis.

9.0 CALL VOLUME REQUIREMENTS

- 9.1 CONTRACTOR shall have the capability of handling 31,250 I & R calls per month for health and human services as follows:

9.1.1	DPSS:	25,500 calls per month
9.1.2	Elder Abuse and Dependent Adult Abuse:	2,000 calls per month
9.1.3	DMH:	1,250 calls per month
9.1.4	DCFS:	1,250 calls per month
9.1.5	DPH:	1,250 calls per month
9.1.6	DHS:	0 calls per month

9.2 CONTRACTOR shall have the capability of handling 2,500 I & R calls per month for unincorporated area services, including code enforcement.

9.3 Deduction for Insufficient Call Volume

CONTRACTOR shall handle a minimum of 250,000 calls per year (July 1 through June 30 unless otherwise specified). CONTRACTOR shall provide COUNTY written justification within five (5) business days for any projected call volume of less than 250,000 calls per year calculated utilizing monthly report data after 270 days have elapsed from the effective date of this Contract. CONTRACTOR shall include with written justification the method used to calculate the projected call volume. COUNTY shall review the call volume projection and shall have the option to update the call volume projection based on more recent call data. COUNTY shall review justification and if it is determined that the projected call volume of below 250,000 calls per year is unjustified, COUNTY shall deduct \$13.20 per call below the threshold of 250,000 calls per year. A final accounting shall be made at the end of the term of this Contract and any adjustment required to reconcile with the final accounting shall be made from the final monthly payment from COUNTY to CONTRACTOR required under this Contract.

This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this CONTRACT provided by law or as specified in the Performance Requirements Summary (PRS), and shall not, in any manner, restrict or limit the COUNTY's right to terminate this CONTRACT as agreed to herein.

9.4 CONTRACTOR to Work with COUNTY on Feasibility Studies for Adding Call Capacity

Within 180 days of the effective date of the Contract, CONTRACTOR, CCA, and appropriate COUNTY departments shall determine the feasibility of transferring additional call volume from existing COUNTY programs to CONTRACTOR. The feasibility study shall include recommendations for the remaining term of the Contract and for any subsequent new Contract between COUNTY and CONTRACTOR or extension of this Contract.

10.0 COMMUNITY RESOURCE INFORMATION BANK (CRIB)

10.1 CONTRACTOR shall maintain an effective resource information database. This system consists of listings of private and public agencies and programs in the County of Los Angeles and whose services are directed toward the solution of problems relative to health and human services and unincorporated area services, including, but not limited to public safety and code

enforcement. COUNTY shall retain ownership of the intellectual property (data) contained in the CRIB.

10.1.1 CRIB Database Maintenance

10.1.1.1 CONTRACTOR shall be responsible for maintaining the CRIB in accordance with criteria described hereunder.

10.1.1.2 Each agency/program listing will include:

- a. Name of agency and type of service provided.
- b. Application procedures.
- c. Criteria for service eligibility.
- d. Information concerning service availability, including hours, physical location, and notation if there are waiting lists.
- e. Fees or other costs to the client.
- f. Facilitating services which are available, such as translation or transportation.
- g. Geographic area served.
- h. Source(s) of financial support for the agency/program.

10.1.2 Program Indexing

CONTRACTOR shall index each program using CONTRACTOR Taxonomy. CONTRACTOR shall provide COUNTY with access to Taxonomy. COUNTY shall utilize Taxonomy in conjunction with COUNTY provision of CRIB information to COUNTY departments.

10.1.3 Annual Updates

CONTRACTOR shall perform, at a minimum, an annual update by July 1st of each year for each listed agency as follows:

- 10.1.3.1 At the beginning of the fiscal year a copy of every agency record in the database shall be sent to the respective agencies for verification and update. At least three (3) efforts shall be made, if necessary, to ensure that these records are received by the respective agencies and that CONTRACTOR has verified any changes to these records. These efforts shall include at a minimum:
- a. A mailing or electronic mailing to the agency.
 - b. A follow-up mailing or electronic mailing if the agency does not respond to the first request.

- c. A follow-up telephone call if the agency does not respond to the mailing or electronic mailing and/or second request.

- 10.1.3.2 The date of the mailing(s) and the dates and results of telephone calls will be documented. If CONTRACTOR is unable to verify the database record with an agency, it may, at its discretion, delete the entry from the database and notify the affected COUNTY department(s), except where the affected COUNTY department is DPSS, no notification is required.
- 10.1.3.3 For those agencies that respond an updated entry will be completed and CONTRACTOR will notify the affected department(s), except where the affected COUNTY department is DPSS, no notification is required.
- 10.1.3.4 CONTRACTOR will review and edit entries to ensure that necessary changes have been made accurately.
- 10.1.3.5 Failure to conduct annual reviews of every agency listed in the resource database will result in a penalty of \$25 for each agency that is not updated.

10.1.4 Adding New Agencies

CONTRACTOR shall add new agencies to the database file by:

- 10.1.4.1 Mailing an *Agency Profile* form and an explanatory letter to newly identified agencies and performing follow-up, where appropriate, to ensure return of the completed forms. COUNTY department may submit to CONTRACTOR an *Agency Profile* form and documentation on behalf of an agency to fast-track addition request.
- 10.1.4.2 Checking the return *Agency Profile* form for completeness of information, reviewing any additional materials the agency may have sent, and making a determination as to the agency's eligibility for listing, in accordance with Inclusion Criteria as provided in Section 10.3 hereunder.
- 10.1.4.3 Completing a new CRIB entry.
- 10.1.4.4 Reviewing and editing new entries to ensure that all information has been entered accurately.
- 10.1.4.5 Sending a copy of the new entry to the agency and the affected department(s) with an explanatory cover letter.

10.1.5 Intermittent Changes

CONTRACTOR may be notified of agency changes needed by entities such as, but not limited to, COUNTY departments, referred members of the public, and the agency itself. CONTRACTOR shall make intermittent changes in CRIB agency/program entries by:

10.1.5.1 Contacting the agency to verify the identified changes.

10.1.5.2 Completing an updated entry.

10.1.5.3 Reviewing and editing changed entries, as needed, to ensure accuracy.

10.1.5.4 Should CONTRACTOR fail to update an intermittent change, a penalty of \$25 per omitted intermittent change shall be imposed.

10.1.6 Tracking System

CONTRACTOR shall maintain a tracking system sufficient to ensure appropriate follow-through on surveys, new entries, and changes and provide to COUNTY within five (5) business days.

10.1.7 On-Line Access

CONTRACTOR shall provide the CRA's On-Line Access to the CRIB via computer terminals and maintain an adequate hard copy back-up system.

10.1.8 Network Access

COUNTY and CONTRACTOR will determine an automated mechanism to transfer weekly updates to CRIB from CONTRACTOR to COUNTY in digital form via the internet within one month of the contract start. CONTRACTOR shall provide the COUNTY with a digital copy of the CRIB at a minimum once per contract year or as requested within 3 business days.

10.1.9 Hard Copy Products, Tape, and Electronic Versions of CRIB

In addition to On-Line Access described in SOW Sub-section 10.1.7, hard copy products, tape, and electronic versions of the CRIB shall be provided to COUNTY upon request. COUNTY shall be responsible for providing CRIB access to COUNTY departments. A hard copy version and an electronic version of the CRIB shall be provided at the termination of the Contract.

10.2 Coordinated Network of Information and Referral Programs

CONTRACTOR shall develop and maintain effective linkages between CONTRACTOR and the functionally specialized I&R programs in the community. CONTRACTOR's role shall be to work with the specialized I&R programs that can provide more intensive I&R assistance in specialized problem areas. CONTRACTOR shall also work to ensure that functionally specialized I&R programs make appropriate use of CONTRACTOR's comprehensive services.

10.3 Information and Referral Resource File Inclusion Criteria and Referral Procedure

It is the function of CONTRACTOR to provide information about referrals to a broad range of health and human service and unincorporated area service agencies throughout the County of Los Angeles. It is the intent that CONTRACTOR employees will provide as much information as possible to individuals calling in order that the caller can make an informed decision as to the best resource(s) available to him or her. While CONTRACTOR employees will seek to

give the most accurate and appropriate information and/or referrals possible, CONTRACTOR is not responsible for the quality of service delivered by any agency to which caller is referred. CONTRACTOR employees should always be sure that they do not put themselves in the position of recommending a particular agency.

It shall be CONTRACTOR's practice to maintain the CRIB with a comprehensive listing of resources of agencies and programs whose services are directed toward the solution of problems.

10.3.1 Licensing

Where licensing standards for a given field of service exist, only those agencies which meet these standards may be included in the file. These areas include: child care, residential treatment, board and care homes, group homes, hospitals and nursing homes/convalescent hospitals. First preference for referral will be given to functioning central "clearinghouse" organizations where they exist.

10.3.1.1 It will be the responsibility of DCSS, DMH, DCFS, DPH and DHS to inform the CONTRACTOR if a licensed facility is on a federal, State or County "Do Not Refer" list. Updated lists will be provided to the CONTRACTOR on a quarterly basis.

10.3.1.2 Where licensing standards are not known to exist, CONTRACTOR will use one or more of the following guidelines to establish the validity of the agency's service:

- a. Evidence of an established service site.
- b. Demonstrated provision of service for a period of at least six (6) months.
- c. Evidence of community involvement in or oversight of program (e.g., Board of Directors, advisory committee, etc.).

10.3.2 Agency Validation

CONTRACTOR will use one or more of the following means in the validation process:

10.3.2.1 Site visit and face-to-face interview.

10.3.2.2 References from clients or affiliated professionals.

10.3.2.3 Consultation with other agencies in the same field of service or geographic proximity.

10.3.2.4 Verification with local law enforcement and/or consumer complaint agencies.

10.3.2.5 Consultation with the appropriate COUNTY department(s) for which services are being provided under this contract.

10.3.3 Special Circumstances

When special circumstances exist which are not effectively covered by the preceding guidelines, a responsible review panel shall be appointed by CONTRACTOR, which shall include the respective COUNTY department representatives and may include CONTRACTOR's Board of Directors. The review panel will make a determination about the appropriateness of inclusion of the agency in the CRIB on an individual basis.

10.3.4 Agencies Excluded From the CRIB

For a variety of reasons, including the general availability of publicly funded or low cost, not-for-profit programs in certain service categories and the difficulty in identifying a uniform standard of service quality for certain categories of service, CONTRACTOR shall not include in its file:

10.3.4.1 Employment agencies that are fee-based.

10.3.4.2 Mental Health and Counseling agencies which are not established as public or private non-profit organizations.

10.3.4.3 For-profit outpatient substance abuse counseling programs.

10.3.4.4 Individual practitioners of any type, including individual private providers or donors.

Contractor shall provide an annual Inclusion/Exclusion Criteria List for approval by the COUNTY. Requests for exceptions to these evaluation criteria may be submitted to the COUNTY for COUNTY review. The COUNTY shall have sole discretion in determining whether to exclude any agency.

10.3.5 Agencies Included in the CRIB

For the following types/categories of service providers it will be CONTRACTOR's practice to list and refer to specialized referral services and professional associations which maintain current listings of individual practitioners:

10.3.5.1 Counseling/Psychiatric providers.

10.3.5.2 Medical providers.

10.3.5.3 Dental providers.

10.3.5.4 Legal providers.

Groups of individual practitioners who have incorporated under another name will be treated in the same manner as other individual practitioners (reference SOW Sub-section 10.3.4 above).

10.3.6 Non-Profit and Profit Agencies

CONTRACTOR may list both for-profit and non-profit agencies in all service categories except for those excluded as noted herein, following the validation process described in SOW Sub-section 10.3.2 above. CONTRACTOR employees may refer to for-profit agencies if non-profit agencies are not available in a particular geographic or service area, or if the caller specifically indicates that cost is not a factor. In all cases, callers will be informed when agencies to which they are referred are profit-making.

10.3.7 Non Discrimination in Services

No agency which denies service on the basis of color, race, religion, ancestry or nationality, which proselytizes as a condition of service, or whose service is illegal, will be included in CONTRACTOR's resource file.

10.4 CRIB Access and Response to Requests for Information

10.4.1 CONTRACTOR shall provide COUNTY with license to utilize Taxonomy utilized by CONTRACTOR to assist COUNTY in developing an application to provide access of CRIB data to COUNTY departments for purposes of generating ad-hoc reports, developing directories, and other materials. There should be no license or fee to access the CRIB data which is the intellectual property of the COUNTY. This arrangement shall minimize the need for COUNTY departments to request CONTRACTOR to provide specialized materials. COUNTY departments will be responsible for contacting the CCA prior to making any special request of CONTRACTOR.

However, in no case shall the CONTRACTOR be expected or required to provide specialized services to COUNTY departments if:

10.4.1.1 The CONTRACTOR incurs any significant additional costs in providing such services; and/or

10.4.1.2 Financial resources and staff time required to fulfill the obligations of this Contract must be diverted in order to provide the service.

10.4.2 COUNTY and CONTRACTOR shall determine if additional costs of such service are significant, and whether or not financial resources and staff time must be diverted in order to provide such enhanced access.

11.0 **ADDITIONAL RESPONSIBILITIES ASSOCIATED WITH ONGOING 2-1-1 OPERATIONS**

11.1 **Conciliation/Grievance/State Hearings**

CONTRACTOR shall participate in conciliation, grievance, State and other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff and providing

records and documents as necessary. Whenever possible, COUNTY shall provide CONTRACTOR with at least three (3) business days notice prior to such meetings.

11.2 Pilot Programs

Upon mutual agreement, COUNTY and CONTRACTOR, at no additional cost to COUNTY, may develop alternative means of providing I&R services.

TECHNICAL EXHIBIT 12.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

12.1.1 Introduction

The PRS displays the major services that will be monitored on a quarterly basis during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided. All complaints/problems will be forwarded to the CCAs on a flow basis.

All listings of "required service" or "Standard" used in the PRS are intended to be completely consistent with the main body of this Contract and SOW, and are not meant, in any case, to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Contract and SOW. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of points.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. CCA or its designee will work with the CONTRACTOR to help resolve areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

12.1.2 Performance Requirements Summary (PRS) Chart

The Performance Requirements Summary Chart is at the end of this exhibit and:

12.1.2.1 Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart);

12.1.2.2 Denotes the indicators used to determine that the Standards have been met (Column 2 of chart);

12.1.2.3 Defines the Standard of performance for each required service (Column 3 of chart);

12.1.2.4 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts and/or points (Column 4 of chart); and

12.1.2.5 Shows the amount of unsatisfactory performance indicator amounts and/or points that may be assessed for exceeding the AQL (Column 5 of chart). These indicators may serve as the baseline for assessing liquidated damages.

12.1.3 Quality Assurance

Each month CONTRACTOR performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance, including:

12.1.3.1 Review of Reports, Statistical Record and Files.

12.1.3.2 User Complaints.

12.1.3.3 Random Sampling (which is a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection). For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin.

12.1.3.4 Site visits.

12.1.4 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR), Technical Exhibit 12.2, as follows:

12.1.4.1 Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR will be issued.

12.1.4.2 If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

12.1.4.3 Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action. A program for immediate corrective action of all failures of performance identified in the CDR shall be presented to COUNTY within ten (10) business days.

12.1.4.4 The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances

beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

12.1.5 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

12.1.5.1 The sample is selected at random so that it will be representative of the entire population. The sample is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent or units of defects that can be accepted and still meet the contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided;

Sample Size - The number of units to be checked in a given time period; and

Acceptance/Rejection Numbers - the numbers which indicate whether the lot is acceptable or unacceptable.

12.1.5.2 The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table or any other randomizer tool is used to determine the sample.

12.1.5.3 The Unsatisfactory Performance Indicator (UPI) points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an AQL of 10 percent (10%), allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 5 points per incident are to be assessed, the following formula is used:

- ☐ $12 \div 100$ (sample size) = 12%
- ☐ $12\% - 10\% = 2\%$ over the AQL
- ☐ $12\% \times 1,000$ (lot size) = 120 (# of unacceptable discrepancies)
- ☐ 120×5 (UPI Points) = 600

12.1.5.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still desire the service be properly performed prior to the next scheduled performance review.

12.1.6 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of UPI, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

12.1.7 Unsatisfactory Performance Remedies

When CONTRACTOR performance does not conform to the requirements of the contract, COUNTY shall have the right to apply the following nonperformance remedies:

- 12.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 12.1.7.2 Assess penalty amounts and/or points for each UPI points per month that exceeds the allowable AQL.
- 12.1.7.3 Suspend or cancel the Contract for systematic, deliberate misrepresentations or in the event the total UPI points exceed one thousand (1,000) points in any one calendar month.

This does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Contract Section 8.45, Termination for Convenience of COUNTY, herein above.

- 12.1.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Quality Control (QC) Sections: 1.4, 1.5	Contractor maintains QC Plan, monitors and reviews records.	QC Plan provided to CCA at contract start up, revisions provided as requested by CCA. File of QC and monitoring review records maintained and provided as requested by CCA.	None	50 points per day late, 5 points per item deficient.	Quality Control Plan submitted at start up. Contractor to document all complaints and forward to DPSS on a flow basis.
Call Recording Section 1.4.2	CONTRACTOR shall record all 2-1-1 calls.	CONTRACTOR shall record all calls and place a message notifying callers that calls may be monitored and recorded. CONTRACTOR shall maintain an archive of recorded calls for up to one year.	None None	500 points per non-operational system 500 points per non-operational system	Administrative Function Provide statement in compliance with SW Statement 1.4.2.
Required Notices Section: 4.5	Required Notices Posted at Contractor's Facilities	<i>Equal Employment Opportunity</i> and the State-approved Non Discrimination in Services poster, <i>Equal Under the Law</i> , posted in Contractor's facilities, where they are easily accessible to Contractor's employees.	None	15 points per un-posted notice	Administrative Function Provide statement in compliance with SW Statement 4.5.
Information & Referral Services Sections: 5.1, 5.1.6	The 2-1-1 I&R program provides immediate response and accurate information pertinent to the request, special attention to crisis calls with as-needed follow-up to all calls, is accessible to all persons (including the deaf and non-English-speakers) in all areas of the County (land line phones) through 2-1-1 and is operational 24 hours per day, 365 days per year.	At least fifty per cent (50%) of its direct service staff are bilingual and shall have the ability to respond to Spanish-speaking callers twenty-four hours, seven days a week. CONTRACTOR shall use the IVR Menu System's language assessment feature to route calls to appropriate CRA language skill sets or as a means of initiating a link or conference call to a language interpretation service. CONTRACTOR shall maintain a Telecommunications Device for the Deaf (TDD) machine in order to ensure the hearing impaired have access to I&R.	None None	10 points for each percentage point fewer than 50 percent. 500 points per non-operational system, 30 points per validated complaint.	Administrative Function (Exhibit B, Bilingual CRA 84% I&R) Administrative Function Provide statement in compliance with SW Section 5.1.6, p. 16.
		Accessibility is measured by statistics indicating 2-1-1 I&R Services are effectively delivered to County residents.	None	\$13.60 per each I&R phone call below 250,000 annual 2-1-1 or general I&R phone calls.	Service Levels (monthly)

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
<u>Section: 5.1.2</u>		Eighty percent of calls shall be answered within one minute (excluding the period within 72 hours of a 2-1-1 DHS PSA)	None	50 points for each percentage point fewer than 80 percent.	Operational Strategic Planning, Performance Goals Report (monthly)
<u>Section: 5.1.3</u>		Crisis calls received are to be given special handling. Contractor staff shall provide follow-up, as needed, within five (5) business days to verify the crisis was satisfactorily addressed by the referred resource.	None	100 points per validated complaint.	Crisis call log with accompanying documentation
<u>Elder Abuse Reporting Section: 5.2</u>	24-Hour Toll Free Hotline with 2 Lines for the Public and 1 Line for Adult Protective Services (APS) Staff Maintained	24-hour Hotline maintained with immediate priority response given to callers. Suspected cases of elder abuse and dependent adult abuse are referred to Adult Protective Services according to established protocols. Calls from persons mandated to report suspected cases of elder abuse and dependent adult abuse are referred to APS pursuant to W&I Code Section 15630.	None	100 points per validated complaint	County of Los Angeles 2-1-1 and Specialized Services Sample Invoice (Exhibit J) Modify monthly call column to include referrals (monthly).
<u>Cultural Awareness and Child Abuse Reporting Responsibilities Section: 5.4, 12.9</u>	Cultural Awareness and Sensitivity Training Provided, Child Abuse Reporting Responsibilities Video Tape Shown	Copy of completed telephone Transaction Sheet for each call received on Hotline photocopied and mailed to County within 5 working days.	5%	50 points per late/no Transaction Sheet	A 1% random sample of transaction sheets (monthly).
<u>Code Enforcement and CAO DEP Hotline Section: 5.7</u>	A 24-hour toll-free COUNTY Code enforcement information and referral line for unincorporated area residents. Operational from 7:00 a.m. to 7:00 p.m. with an after-hours IVR Menu System.	Cultural awareness and sensitivity training provided to all Contractor staff; child abuse reporting responsibility video tape provided by County shown to all Contractor staff.	None	15 points per Contractor staff not provided training/shown video tape upon site visit.	Number/percent of employees completed training.
		Provides as needed multilingual response. Provides accurate information pertinent to the request for services. An IVR Menu System will be operational as needed.	None	500 points per non-operational system, 30 points for each validated complaint.	Administrative Function Provide statement in compliance with SW Statement 5.7.1, 5.7.2, p. 32.
		Eighty percent of calls to be answered within one minute.	None	50 points for each percentage point fewer	Operational Strategic Planning, Performance

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REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
		Follow-up with a minimum of 10% of calls in order to assess the quality of services provided by referral departments. Contractor will provide a monthly report of survey calls indicating the number of caller contacted, the number of caller satisfied with the quality of services provided by both the Contractor and the County.	None	than 80 percent.	Goals Report (monthly)
<u>Section: 5.8</u>	Toll-Free number to provide COUNTY CAO with a call-in center for CAO staff following a local or regional disaster or building closure.	CAO DEP feature shall be made available within three (3) hours of notification and confirmation.	None	100 points for failure to monitor, and/or provide required statistical reports.	Service Level (monthly) and Calls Handled (monthly)
<u>Section: 5.9</u>	Countywide Emergency Hotline will be maintained and be menu driven public information hotline that will provide the public with essential information on how to prepare in advance for disasters and the agencies to contact for assistance when a disaster occurs.	Hotline will be maintained and information updated	None	500 points for each inoperable system. 100 points per hour late.	Administrative Function Provide statement in compliance with SW Statement 5.8.
Staff Orientation/ Training, Ongoing Training <u>Section: 6.0</u>	New CRAs Tentative Training Schedule Provided to CCA	All new CRAs are given 2-3 weeks of intensive orientation in all aspects of services, including, but not limited to Assessment Skills; Communication techniques; crisis call-handling; use of all resource system components; information protocols on programs associated with DPSS, DCSS/APS, DMH, DCFS, DPH, DHS, CAO/OUAS, can CAO/OEM, and other involved County Departments and Board Offices; proper referral and call handling procedures; and in-house procedures. CRAs will then be assigned to a training unit per section 6.1.4. New Resource Writers will receive a CRIB procedure manual and	None	500 points per non-operational system, 30 points for each validated complaint.	Administrative Function Provide statement in compliance with SW Statement 5.9
				300 points per each untrained CRA upon site visit.	Number/percent of all new CRAs who have completed training. Please provide information by type of training and when training occurred.

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Section: 6.2.2	Ongoing training follow up	1½-1 day of training on the CRIB, work closely with experienced staff for first 2 weeks of their assignments, and receive training in all activities related to maintaining the CRIB.	None		Call Logs
Section: 6.2.3	Ongoing training follow up monitoring report.	Contractor shall follow-up on a minimum of ten percent (10%) of the calls received per month to assess the quality of CRA training levels.	None		Quarterly training monitoring report
Provide Follow-up Section: 7.9	Provide service-related follow-up calls each month.	Contractor shall provide a training monitoring report to the CCA or designee on a quarterly basis	None	100 points for failure to monitor, and/or provide required statistical reports.	Service Level (monthly) and Calls Handled (monthly)
Data Form Preparation Section: 7.10	Data Form (Transaction Sheet) Prepared for Each Transaction	Provide service-related follow-up on a randomly selected sample, with a sample size as determined by section 12.1.3.3, of information calls each month to check the accuracy of the information given, identify service gaps and update the CRIB.	None	50 points per omitted Transaction Sheet.	A random sample of 20 transaction sheets (monthly)
Statistical Reporting Section: 8.1	Statistical Reporting and Accounting Responsibilities Maintained	Prepare a Transaction Sheet for each information and referral transaction according to standards and procedures set by CONTRACTOR.	None	30 points error/omission	Administrative Function; Provide statement in compliance with SW Statement 8.1.
Reports Provided to COUNTY on the Monthly Call Metrics Section: 8.1	CONTRACTOR provides the County with a monthly report on the volume of 2-1-1 and general I&R calls received on other telephone lines.	Uniform reporting formats and records maintained for 2-1-1 and general I&R services (including, but not limited to homeless service referrals and resources), Elder Abuse Hotline, DMH, DCFS, DPS and DHS service calls, unincorporated area services including code enforcement, CAO DEP, and Countywide Emergency Hotline. A written record of complaints shall be maintained, not only for purpose of documentation, evaluation, and accountability, but also for needs assessment, training, and other planning purposes.	None	50 points per late report.	County of Los Angeles 2-1-1 and Specialized Services Sample Invoice (Exhibit J) (monthly)

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
		In addition, CONTRACTOR identifies within the monthly report the volume of calls referred, unassisted and assisted, to the following departments and or the programs sponsored by these departments or facilities operated by these departments: a. Department of Public Social Services b. Department of Health Services c. Department of Mental Health d. Department of Children and Family Services e. Department of Community and Senior Services f. Chief Administrative Office		50 points per omitted Department	
Community Resource Information Bank (CRIB) Section: 10.0	Effective Resource Information System Maintained	CONTRACTOR maintains a resource information system whose database entries are correctly indexed, and updated annually and as identified changes occur. Database consists of listings of private and public agencies and programs which provide charitable and social services in the County and whose services are directed toward the solution of human services problems.	2%	300 points per non-operational system; \$25 per agency not updated annually upon inspection.; \$25 per intermittent change not updated in the CRIB upon inspection.	Record of updated resource information (Exhibit J, monthly sample invoice) Provide document explaining process for updating and maintaining CRIB (CRIB Tracking System in SW, Section 5.3.6, p. 27).
Tracking System Section: 10.1.6	Operational Tracking System Maintained	A Tracking System maintained which is sufficient to ensure appropriate follow-through on surveys, new entries and changes.	None	20 points incidence of non-operational tracking system upon inspection	Record of updated changes (Exhibit J, monthly sample invoice)
Hard Copy Products and Tape Versions of CRIB File Section: 10.1.9	Hard Copy Products and Tape Versions Available Upon Request	Hard copy products, tape, and electronic versions of the CRIB file shall be provided to COUNTY upon request. COUNTY shall be responsible for providing CRIB access to COUNTY departments. A hard copy version and an electronic version of the CRIB file shall be provided at the termination of the Agreement.	None	250 points per incidence of non-compliance.	Provide electronic version of CRIB. SW 5.3.8, p. 27

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARD(S)	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL	DATA SOURCE/REPORT FORMAT (OPERATIONALIZED)
Non-Profit and Profit Agencies Section: 10.3	For-Profit and Non-Profit Agencies Listed	Both for-profit and non-profit agencies in all service categories except for those excluded in Section 10.3 may be listed; CRAs may refer to for-profit agencies if no non-profit agencies are available in a particular geographic or service area, or if caller specifically indicates that cost is not a factor; callers will always be informed when agencies to which they are referred are profit-making.	5%	20 points per validated complaint	Number/percent of for-profit and non-profit agencies referred by service category. (monthly)
CRIB Access and Response to Requests for Information Section: 10.0, 10.1.2, 10.1.8, 10.4		CONTRACTOR to provide COUNTY with access to CRIB. COUNTY shall utilize Taxonomy for use with providing CRIB access to COUNTY departments.	None	250 points for failure to provide COUNTY access to CRIB. 250 points for failure to provide the COUNTY access to Taxonomy upon request	Provide electronic version of CRIB. Provide Taxonomy to CIO for access to COUNTY depts.
Conciliation/Grievance/ State Hearings Section: 11.1	Participation in Hearings	Participate in conciliation, grievance, State and other public hearings upon request of County, including attendance by Contractor's staff and providing records and documents as necessary.	None	20 points per failure to participate	N/A

TECHNICAL EXHIBIT 12.2
CONTRACT DISCREPANCY REPORT

TECHNICAL EXHIBIT 12.2
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS:

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of CCA

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

Signature of CCA

Date

COUNTY ACTIONS:

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date

Contract Representative's Signature and Date

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TECHNICAL EXHIBIT 12.3

2-1-1 I&R DOCUMENTATION DATA FIELDS

TECHNICAL EXHIBIT 12.3

211 I&R DOCUMENTATION DATA FIELDS

Data Elements to be Collected

Preferred Language

I&R by program: DPSS, DCSS, DMH, DCFS, DPH, DHS and Unincorporated Area
Services by program, including code enforcement

Additional Elements may be Gathered for these Calls

City of Origin

Zip Code

First time 2-1-1 Caller or Repeat Caller

Source of Referral to 2-1-1

Calls from Service Providers

Subject(s)/Topic(s) of Request

Date of Request

Type of Referral Provided

Agency/Organization Referred

Name and Phone Number (for survey or follow-up)

Medi-Cal or indigent

Male or female

Child, Adult or Older Adult Age Categories

Specialty Language or Request for Interpreter

TECHNICAL EXHIBIT 12.4

ELDER ABUSE HOTLINE PROTOCOLS

ELDER ABUSE HOTLINE PROTOCOLS

Los Angeles County Department of Public Social Services (DPSS) contracts with 211 LA County to provide a 24-hour toll-free hotline to facilitate the reporting of elder (65 and older) and dependent adults (18-64) in abusive and endangering situations. Although the hotline has been advertised as the Elder Abuse Hotline, it is currently transitioning to 4-R-Seniors Hotline. However, all reports of dependent adult (18 years or older) abuse or self-neglect will be referred to Los Angeles County Community and Senior Services (CSS) Adult Protective Services (APS) for investigation and intervention. Dependent adults include persons who are physically or mentally impaired, in extremely poor health, who may become endangered by their own inability to act or by another's actions or refusal to act.

Calls to the Elder Abuse Hotline (800) 992-1660 or 4-R Seniors Hotline (877) 477-3646 (collect calls are acceptable from out of state) are designated on the telephone display as "Elder Abuse" or "4-R Seniors". These calls are routed through split three and take priority over 211 LA County calls. Elder abuse situations on 211 LA County lines will be handled by the advisor who receives the call (they should not be referred or transferred to the Elder Abuse Hotline).

Once it is determined that the inquirer meets the eligibility for APS services, it is important to assess if the call is emergent or non-emergent using the following guidelines. If it is difficult to determine, consult with a supervisor.

LIFE-THREATENING/EMERGENT SITUATIONS REQUIRING LINKAGE TO APS OR AN OMBUDSMAN PROGRAM

Callers in imminent danger should be referred to, or connected to 911 in order to receive Fire, Paramedic, Police or Sheriff Services. It is normally 211 LA County's protocol to ascertain whether a caller is capable of dialing 911, and if so, ask him/her to do so. This course of action will result in a more rapid response from emergency services. However, advisors must remain cognizant that Hotline callers may be older and possibly confused. Therefore, extra assessment may be required to determine if the caller can indeed call 911. If possible, the advisor should get the inquirer's name and phone number. This will allow for immediate follow-up to ensure that the inquirer did connect with emergency services and for reporting the situation to APS or Ombudsman.

As always, our first priority is the inquirer's safety. LIFE-THREATENING/ EMERGENT situations include, but are not limited to those in which the inquirer is reported to be:

- Unconscious, immobilized, or in severe pain and in need of immediate medical attention or hospitalization
- Tied, chained, locked up or otherwise physically restrained or confined
- Severely malnourished or dehydrated
- Exposed to a life-threatening health or safety hazard and/or
- Physically or sexually assaulted

ELDER ABUSE HOTLINE PROTOCOLS

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NON-EMERGENT SITUATIONS REQUIRING LINKAGE TO APS

Inquirers in need of APS services are referred to the APS Centralized Intake Unit (CIU). Situations in which APS intervention is required include, but are not limited to, those in which the inquirer is reported to be:

- Threatened with imminent eviction due to inability to manage finances.
- Threatened with imminent and serious financial loss due to exploitation by another or inability to handle finances.
- Deprived of adequate food or clothing.
- Unable to obtain or utilize needed medical or psychiatric care.
- Living in conditions, which present a serious chronic or health or safety hazard.
- Subjected to threats, harassment, or other forms of psychological abuse.
- Neglected by others or neglecting self.

HANDLING ELDER ABUSE HOTLINE CALLS MONDAY THROUGH FRIDAY 8 A.M. TO 5 P.M.

Once you have made an assessment and have determined that the call is an appropriate APS call and either emergent or non-emergent you will need to determine how to handle the call.

EMERGENT calls should be handled as follows:

- ALL EMERGENT calls must be called into APS CIU supervisor or back up.
- If you do not reach anyone at APS CIU note that on the transaction and fax (APS fax number is programmed on the 211 LA County fax machine) the report immediately.
- If you are unable to determine if the call is emergent, please consult with a supervisor.

NON-EMERGENT calls should be handled as follows:

- All non-emergent calls should be faxed immediately before answering another call.
- Mandated reporters calling Monday through Friday, 8:00 a.m. to 5:00 p.m., may fax all reports to APS CIU at (213) 738-6485. However, if a mandated reporter insists on making a verbal report, advisors must accept the report and process accordingly. Mandated reporters are then instructed to mail the original report to
Community and Senior Services Adult Protective Services, 3333 Wilshire Blvd., Suite 400, Los Angeles, CA 90010.

Elder Abuse Hotline Protocols

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HANDLING ELDER ABUSE HOTLINE CALLS AFTER HOURS, WEEKENDS AND HOLIDAYS

Calls received Monday through Friday, 5:00 p.m. to 8:00 a.m., weekends and holidays are handled differently. All reportable calls of abuse regardless of the type of abuse must be verbally reported to an APS after hour duty worker. The schedule of APS after hour duty workers can be found in the APS handbook. Mandated reporters calling after hours do not fax their reports to APS CIU. We are required to accept their reports verbally. After verbally reporting, mandated reporters are instructed to mail their written report to APS CIU.

Once you have determined the call is reportable and have completed the report you need to do the following:

- Refer to the APS after hour duty worker schedule. The schedule will determine whom to contact for your report.
- When reporting give worker the pertinent information and your transaction number. The worker will contact the caller if necessary.
- In call notes, document the worker's name and time contact was made.

CONSULTATION WITH APS IN NON-LIFE THREATENING/NON-EMERGENT SITUATION - NIGHTS WEEKENDS AND HOLIDAYS

APS after hour duty workers are available weekdays from 5:00 p.m. to 8:00 a.m., on weekends, and holidays. They provide telephone intervention in the following situations:

- When advocacy is required. If a 211 LA County advisor feels strongly that emergency services such as police, paramedics, etc. are required, but the appropriate authorities have not responded, the advisor may request the APS duty worker to intervene. The APS duty worker will determine if emergency service intervention is necessary and assist with advocacy.
- When consultation is needed. An advisor may feel there's nothing further to be done for a caller, but may want to validate his/her perceptions by discussing the situation with the APS duty worker. Or, the advisor may be having a very difficult time communicating with a caller who is confused or otherwise incoherent and feeling that a second opinion regarding what is happening would be helpful.
- When an inquirer needs immediate help mobilizing his/her own resources. For example, an inquirer may have relatives or friends who need to be contacted on his/her behalf. The APS duty worker will make these calls.
- To assist potential perpetrators: When a potential perpetrator who has abused or is feeling s/he is about to abuse an elderly or dependent adult and needs to diffuse their feelings but is not ready to make a report. The APS duty worker is

Elder Abuse Hotline Protocols

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available to talk to the caller. It is appropriate to discuss the situation with the APS duty worker and, with their permission, transfer the call.

- When a mandated reporter wishes to consult with APS.
- When a caller is insistent. If a caller insists that we accept a report that does not meet the elder abuse hotline protocol you should always link the caller with the APS duty worker. It is not necessary to challenge a caller who does not understand why the report is inappropriate. The APS duty worker will determine the outcome of the call.

The APS duty workers need to be contacted based on the after-hours schedule. If there is no answer, call the pager number. If there is no response within fifteen minutes document lack of response on report and call the back-up duty worker. There may be occasional calls when it is not safe or feasible for the inquirer to wait for a call back. In these situations, the advisor should keep the caller on the line; if neither of the duty workers are available again document the lack of response on the report and contact the supervisor.

If the supervisor is not available, advisors should contact the after hours coordinator. It is anticipated that these instances will be extremely rare. The phone numbers listed for the duty workers, supervisors, and administrative staff, are home telephone numbers that are confidential for 211 LA County advisors use only. If an APS duty worker requests the phone number for any other APS staff, the advisor must get permission from the APS staff person before releasing the phone number. (NEVER GIVE INQUIRERS THE NUMBERS LISTED ON THE AFTER-HOURS SCHEDULE)

LINKAGES TO OMBUDSMAN PROGRAMS

Callers who want to report abuse of a dependent or elderly person who resides in a licensed long-term care facility should be referred to the LONG-TERM CARE OMBUDSMAN PROGRAM. This is the agency that is mandated by the State to respond to complaints of suspected abuse that occur in any type of licensed long-term care facility.

Whenever possible, it is best to link the caller directly with the Long-Term Care Ombudsman agency. If this is not possible, advisors must do a thorough assessment so that they will be able to describe the situation to Ombudsman representative. Be sure to get the name, address, city, and the phone number of the facility being reported. Information of the person who is allegedly being abused, and the name of the perpetrator must be documented in the APS call notes.

Ombudsman agencies are listed in PRISM under Long-Term Care Ombudsman. While there are a number of local offices that provide various services, all calls should be referred only to (800) 334-9473.

Elder Abuse Hotline Protocols

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The administration office takes the report and ensures that action is initiated. Only calls that relate to situations outside Los Angeles County should be made to the Crisis Line, which is located in Sacramento.

Los Angeles County Ombudsman: (800) 334-9473 (all areas)

Crisis Line: (800) 231-4024 (areas outside of LA County)

SPANISH/OTHER LANGUAGES CALLS

Advisors who receive a call in a language in which s/he is not proficient, need to request assistance from a co-worker who can handle the call. If no one is present with that language capability, consult with a supervisor. As a last resort, use the Language Line. Calls should NEVER be transferred to the Spanish split.

HANDLING FOLLOW-UP CALLS ON PREVIOUS APS REPORTS

For follow-up information on previous reports callers may contact APS CIU supervisor or back up. In cases where the inquirer's situation has changed or there is a new reporting party, a new report must be generated and processed as a completely new report. If available, please indicate on the new report the date of the original report and transaction number for reference.

REQUEST FOR SPEAKERS OR LITERATURE

Callers requesting elder abuse literature or an APS packet of reporting forms should be referred to the California Department of Justice at (916) 371-1974. To obtain any single forms contact Los Angeles County Area Agency on Aging at (800) 510-2020. Callers requesting speakers or trainers on elder abuse issues contact the APS training coordinator at (213) 639-6370.

REQUEST FOR I & R

If a call is received on the Elder Abuse Hotline, which is inappropriate, the caller should be given information regarding the 211 LA County number. It is anticipated that some calls, which come in on the Elder Abuse Hotline, will concern elders or dependent adults, but will not actually involve abuse or neglect. Such calls would not be referred to APS. The advisor should then make the appropriate referrals to various resources in the community even though they are not APS related.

TECHNICAL EXHIBIT 12.5

CHILD PROTECTION HOTLINE PROTOCOLS

CHILD PROTECTION HOTLINE & COUNTY 211: INFORMATION & REFERRAL CALLS

All Los Angeles County reports of alleged child abuse, neglect, and/or exploitation are generated by calling the DCFS Child Protection Hotline at 1(800) 540-4000. In addition to these reports, the Child Protection Hotline receives calls from the general public seeking various types of information not related to reporting child abuse, neglect, or exploitation. These requests normally include requests for information regarding and/or referral to various community resources including child care, legal guardianship assistance, parenting classes, counseling, and/or foster care licensing. In addition, the Child Protection Hotline receives calls from mandated reporters requesting Suspect Child Abuse Report forms.

PROCEDURES

The Child Protection Hotline is in operation 24 hours per day, seven days per week and is reached by dialing 1(800) 540-4000. Callers to the Child Protection Hotline are greeted by the Child Protection Hotline's Interactive Voice Recognition (IVR) system. This system provides callers with a menu of automated options, prompting callers to press "5" if they are seeking information and referral services. By pressing "5" on their telephone keypad, callers are seamlessly transferred to County 211 by the IVR system.

Upon transfer from the Child Protection Hotline IVR system to County 211, trained 211 operators are to answer and screen each call per the following protocols:

A. When: Information presented by a caller does not involve issues of child abuse, neglect, or exploitation*

Who	Action
211 Operator	Provide callers with requested information and/or referrals

B. When: Information presented by a caller does involve issues of child abuse, neglect, or exploitation*

Who	Action
211 Operator	Establish a three-way call between the 211 Operator, the caller, and the Child Protection Hotline by calling (800) 540-4000.
211 Operator	Remain on the line in order to verify that linkage has been made between the caller and a Child Protection Hotline Intake Evaluator.
211 Operator	Assist in explaining the situation to the Intake Evaluator if necessary.

CHILD PROTECTION HOTLINE & COUNTY 211: INFORMATION & REFERRAL CALLS (continued)

C. When: Information presented by a caller involves issues of child abuse, neglect, or exploitation but the caller refuses to participate in filing a child abuse report*

Who	Action
211 Operator	Contact the Child Protection Hotline by calling 1(800) 540-4000 and file a suspected child abuse report.

D. When: Caller requests Suspected Child Abuse Report forms

Who	Action
211 Operator	(213) 639- 4499 OR (213) 639-4870

**The Child Protection Hotline has provided mandated reporter training to County 211 operators.*

REQUIRED MANAGEMENT REPORTS

211 shall provide DCFS with a monthly management report addressing utilization patterns with its monthly invoice. This report shall include, but may not be limited to:

- Number of calls that were transferred from the Child Protection Hotline to 211
- Referrals provided
- Referrals made to Hotline.

0050-502.10

**CHILD PROTECTION HOTLINE (CPH):
BASIC RESPONSIBILITIES**

DATE OF ISSUE:	11/20/02
APPLICABLE TO:	CPH Children's Social Workers (CSWs) and Their Supervising Children's Social Workers (SCSWs)
LEGAL BASIS:	State Regulation-Division 31-100
RELATED POLICY RELEASE(S):	Procedural Guide 0100-525.10, Interstate Compact on the Placement of Children (ICPC) Procedural Guide 0050-501.15, Cross-Reporting Responsibilities When a Report of New Allegations is Received at the Child Protection Hotline Procedural Guide 0050-503.15, Child Protection Hotline (CPH): Determining Response Time Procedural Guide 0050-503.20, Child Protection Hotline (CPH): Classification of Allegations Procedural Guide 0050-503.75, Child Protection Hotline (CPH): Requests for Emergency Medical Consent Procedural Guide 0050-504.05, Referral Assignment Criteria Procedural Guide 1000-504.75, Inter-County Transfer (ICT) Documentation
NON-CWS/CMS FORM(S):	CSW Information/Consultation Call SDM Response Tools: Neglect Tree, Physical Abuse Tree, Sexual Abuse Tree, Emotional Abuse Tree and Caretaker Absence/Incapacity Tree
CWS/CMS FORM(S):	Emergency Response Document Screener Narrative SS 8572, Suspected Child Abuse Report (SCAR)
SUPERSEDES AND CANCELS	Procedural Guide 0050-502.10, Child Protection Hotline (CPH): Basic Responsibilities, dated August 27, 2002

All requests for child protective services on new or existing cases are directed to the Child Protection Hotline (CPH) for initial assessment. These referrals involve allegations of suspected child abuse, neglect and/or exploitation and may be received telephonically, in writing or in-person. The CPH also provides brief consultation to the public on child abuse issues and referrals, and, when appropriate, to resources other than DCFS. In addition, the CPH is responsible for directing requests for inter-county transfers (ICTs) and Interstate Compact for the Placement of Children (ICPC) services to the Out-of-County Services Unit. The CPH also receives requests for after hours emergency medical consent for children and follows the procedures defined in **Procedural Guide 0050-503.75, CPH: Requests for Emergency Medical Consent.**

Although the CPH receives the majority of its referrals from agencies and persons outside of DCFS, any employee of DCFS who, within the scope of his/her employment, observes or receives a report of abuse, neglect, caregiver absence/incapacity or exploitation from a source other than the CPH, shall contact the CPH to make a referral.

The CPH operates 24 hours a day, seven days a week and can be reached at the following telephone numbers: 1 (800) 540-4000 within California, 1 (213) 639-4500 outside of California, 1 (800) 272-6699 TDD.

A. WHEN: THE CPH CREATES A REFERRAL

WHO	HOW
CPH CSW	<ol style="list-style-type: none">1. Complete the Client Notebook for all:<ol style="list-style-type: none">a) adult members of the householdb) absent parentsc) children in the family, including, if appropriate and available, the name and address of the schoold) identified perpetrators.2. Complete the Screener Narrative.<ol style="list-style-type: none">a) Describe the incident.b) Document the following factors:<ul style="list-style-type: none">• date and time of incident• whereabouts of all parties involved• the severity and frequency of the precipitating incident• location and description of injury on the child's body• history of allegations for all household members• age of the child/ victim(s)• vulnerability, special circumstances, behavior of the child/victim(s)

WHO	HOW
CPH CSW	<ul style="list-style-type: none"> the child/victim(s)' interaction with caregivers, siblings and peers the caregivers' ability to protect and care for children the caregivers' interactions with others the caregivers' parenting skills and mental health issues the caregivers' history of substance abuse domestic violence, and/or criminal behavior the family's support systems presence of a parent substitute suspected perpetrator(s) identity information from collateral contacts witnesses to the incident history of prior reports on the family by the same reporter environmental conditions family strengths and support systems.
	3. Create separate referrals for separate families.

B. WHEN: REPORTS OF SUSPECTED CHILD ABUSE, NEGLECT, OR EXPLOITATION ARE RECEIVED AT THE CPH

WHO	HOW
CPH CSW	<ol style="list-style-type: none"> Determine the case status of the child(ren) by searching the CWS/CMS database. Create a new referral when:

WHO	HOW
CPH CSW	<ul style="list-style-type: none"> a) the allegations were not previously reported, (either in person, in writing or verbally); or b) the report was previously received from a different reporter regarding the same incident; or c) there are new allegations on an open case. <p>3. If the report is received in written form, determine if this allegation was previously reported telephonically by the same reporter by doing the following:</p> <ul style="list-style-type: none"> a) Search the CWS/CMS database. b) If the referral was previously made, write the original referral number, date of the original referral, response time, office location and the name of the assigned CSW on the written report. c) Forward the written report to the clerical support staff who will forward it to the assigned CSW. <p>4. Complete the Information/Consultation Call Template when:</p> <ul style="list-style-type: none"> a) The telephone inquiry involves no allegations; b) CPH consults with, and/or provides information, resources or referrals to the public; or c) CPH receives information on an open referral/case (e.g., child ran away, call from relatives concerning a DCFS-supervised child not involving abuse, neglect and/or exploitation); or d) CPH receives an inquiry from a non-related legal guardian requesting financial assistance. <p>5. Conduct an initial assessment of the allegations according to existing procedures. See Procedural Guide 0050-503.20, Child Protection Hotline (CPH): Classification of Allegations.</p>

WHO	HOW
CPH CSW	<ol style="list-style-type: none"> <li data-bbox="591 291 1352 491">6. Determine if an in-person response is necessary using the appropriate abuse allegation tool. See Procedural Guide 0050-503.20, Child Protection Hotline (CPH): Classification of Allegations and Procedural Guide 0050-503.15, Child Protection Hotline (CPH): Determining Response Time. <li data-bbox="591 533 1352 701">7. Determine to which regional office the referral or information to CSW should be mapped, even if the referral will be evaluated out or served by Emergency Response Command Post (ERCP). See Procedural Guide 0050-504.05, Referral Assignment Criteria. <li data-bbox="591 743 1352 1100">8. If the allegations are cross-reportable: <ol style="list-style-type: none"> <li data-bbox="639 806 1352 869">a) Determine which law enforcement agency has jurisdiction over the crime. <li data-bbox="639 911 1352 932">b) Create a SCAR addressed to that agency. <li data-bbox="639 974 1352 1100">c) Cross-report to that agency per existing procedures. See Procedural Guide 0050-501.15, Cross-Reporting Responsibilities When a Report of New Allegations is Received at Child Protection Hotline. <li data-bbox="591 1142 1352 1268">9. Printout the referral (Emergency Response Document and Screener Narrative) and all SDM abuse allegation tool(s). Attach the SDM tools to the referral and forward to the SCSW for approval.
CPH SCSW	<ol style="list-style-type: none"> <li data-bbox="591 1310 1352 1707">1. Review the Information/Consultation Call Template for quality control. <ol style="list-style-type: none"> <li data-bbox="639 1415 1352 1478">a) If no allegations are involved, send the form to clerical support staff for filing; or <li data-bbox="639 1520 1352 1583">b) If the referral is open, send the form to the current CSW; or <li data-bbox="639 1625 1352 1707">c) If the inquiry is from a non-related legal guardian requesting financial assistance, send the form to the appropriate Regional Office for assignment.

WHO	HOW
CPH SCSW	<ol style="list-style-type: none"> 2. Review the referral and the SDM abuse allegation tool(s) used by the CSW for thoroughness and accuracy. <ol style="list-style-type: none"> a) Confirm that the CSW completed the referral as specified in CSW Steps 1.-9. above. If not, take action to correct the referral; b) Approve the referral manually and electronically; c) Assign the referral as appropriate.

C. WHEN: REQUESTS FOR EMERGENCY MEDICAL CONSENT ARE RECEIVED AT THE CPH

WHO	HOW
CPH CSW	<ol style="list-style-type: none"> 1. Conduct an initial assessment. 2. Determine if the child is a victim of abuse, neglect, exploitation or is at substantial risk of harm 3. Create a referral if allegations exist. 4. If allegations do not exist, complete a Consultation form. See Procedural Guide 0050-503.75, CPH: Requests for Emergency Medical Consent.
CPH SCSW	<ol style="list-style-type: none"> 1. Review the referral and the SDM abuse allegation tool(s) used by the CSW or Consultation form for thoroughness and accuracy. 2. Confirm that the CSW completed the referral/Consultation form appropriately <ol style="list-style-type: none"> a) If approved, assign, if needed. b) If not approved, return the Referral/Consultation form for correction.

EXHIBIT B

PRICING SCHEDULE

EXHIBIT B 2111 LA COUNTY Annual Budget											
Employee classification	FTE % to	LA County								Unincorporated	
	COUNTY	Monthly	I & R	%	CRIB	%	ELDER	%	Area Helpline	%	
			30.75 FTE				4 FTE		2.25 FTE		
CRA	11	19.35	36,903	31,032	84%		0%	3,355	9.1%	2,516	6.8%
CRA Bilingual	26	19.93	69,840	74,291	83%		0%	10,366	11.5%	5,183	5.8%
SCRA (resource)	7	21.74	26,380		0%	20,380	100%		0.0%		0.0%
ASA (resource)	1	17.81	3,052	1,526	50%	1,526	50%		0.0%		0.0%
Resource Supervisor	1.00	26.99	4,678		0%	4,678	100%	-	0.0%	-	0.0%
I & R Supervisor	1.00	26.99	4,678	4,678	100%	-	0%	-	0.0%	-	0.0%
I & R Supervisor	1.00	24.99	4,331	3,785	87%	-	0%	-	0.0%	546	12.6%
I & R Supervisor	1.00	22.78	3,649	3,365	84%	-	0%	644	16.3%	-	0.0%
I & R Supervisor	1.00	25.56	4,431	4,431	100%	-	0%	-	0.0%	-	0.0%
Outreach Manager	1.00	26.83	4,663	4,663	100%	-	0%	-	0.0%	-	0.0%
Computer Tech Manager	0.78	33.67	4,562	4,302	95%	260	5%	-	0.0%	-	0.0%
Resource Systems Developer	0.50	33.64	2,915	583	20%	2,332	80%	-	0.0%	-	0.0%
Chief Operating Officer	0.78	42.90	5,800	5,800	100%	-	0%	-	0.0%	-	0.0%
Data reporter	0.78	26.31	3,449	3,449	100%	-	0%	-	0.0%	-	0.0%
Network Administrator	0.78	29.80	4,020	3,607	90%	222	6%	-	0.0%	-	0.0%
Jr. Network Administrator	0.78	19.23	2,600	2,457	95%	143	5%	-	0.0%	-	0.0%
JR PROGRAMMER	0.78	19.81	2,678	2,531	95%	147	5%	-	0.0%	-	0.0%
Programmer	0.78	27.23	3,662	3,662	100%	-	-	-	0.0%	-	0.0%
Executive Director	0.78	66.13	8,941	8,448	95%	492	6%	-	0.0%	-	0.0%
Associate Dir/CFO	0.78	52.98	7,169	6,769	95%	394	5%	-	0.0%	-	0.0%
HR Manager	0.78	31.69	4,285	4,049	95%	236	6%	-	0.0%	-	0.0%
Accountant	0.78	26.72	4,018	3,767	95%	221	5%	-	0.0%	-	0.0%
Asst. Accountant	1.56	23.18	6,264	5,819	95%	345	6%	-	0.0%	-	0.0%
Executive Assistant	1.17	22.28	4,518	4,270	95%	248	6%	-	0.0%	-	0.0%
Emergency Services Coordinator	0.50	22.28	965	912	95%	53	6%	-	0.0%	-	0.0%
Admin Support Supervisor	0.78	24.76	3,348	3,164	95%	184	6%	-	0.0%	-	0.0%
Administrative Services Assistant	2.20	14.85	5,662	5,350	95%	311	6%	-	0.0%	-	0.0%
TOTAL SALARIES	66		258,074	197,362		38,162		14,366		8,245	
EMPLOYEE BENEFITS											
MEDICAL INSURANCE	6.35%		16,388	12,528	76%	2,423	15%	912	7.3%	624	5.2%
DENTAL INSURANCE	1.00%		2,581	1,879	76%	382	15%	144	7.3%	82	3.2%
VISION PLAN INSURANCE	1.00%		2,581	1,873	76%	382	15%	144	7.3%	82	3.2%
LIFE/DISABILITY INSURANCE	2.00%		5,161	3,946	76%	763	15%	287	7.3%	165	3.2%
401K PLAN (4%)	4.00%		10,323	7,892	76%	1,828	15%	576	7.3%	330	3.2%
SUB TOTAL	14.35%		37,034	28,313		5,476		2,061		1,183	
FICA (7.65%)	7.65%		19,743	15,094	76%	2,810	15%	1,099	5.6%	831	3.2%
WORKER'S COMPENSATION	3.50%		9,033	6,996	76%	1,336	15%	503	5.6%	289	3.2%
STATE UNEMPLOYMENT INS.	2.50%		6,462	4,833	76%	954	15%	359	5.6%	206	3.2%
	13.65%		35,227	26,922		5,203		1,961		1,125	
DIRECTOR'S & OFFICERS	100%		963	736	76%	142	15%	54	5.6%	31	3.2%
GENERAL	100%		3,346	2,558	76%	495	15%	186	5.6%	107	3.2%
EARTHQUAKE	100%		1,192	911	76%	178	15%	68	5.6%	38	3.2%
	100%		5,500	4,205		813		306		176	
COMPUTER HARDWARE	100%		3,305	2,527	76.5%	480	15%	184	5.6%	106	3.2%
COMPUTER SOFTWARE	100%		3,305	2,527	76.5%	480	15%	184	5.6%	106	3.2%
TELEPHONE SYSTEM	100%		12,600	9,788	76.5%	1,803	15%	712	5.6%	409	3.2%
EQUIPMENT MAINTENANCE	100%		5,160	3,937	76.4%	762	15%	287	5.6%	165	3.2%
SPACE/FACILITY	100%		19,600	14,985	76.5%	2,698	15%	1,091	5.6%	626	3.2%
OFFICE EQUIPMENT	100%		2,575	1,969	76.5%	361	15%	143	5.6%	82	3.2%
SUPPLIES	100%		4,721	3,606	76.4%	608	15%	283	5.6%	151	3.2%
TELEPHONE	100%		19,066	14,576	76.5%	2,810	15%	1,061	5.6%	609	3.2%
UTILITIES	100%		5,733	4,383	76.5%	848	15%	319	5.6%	183	3.2%
ADVERTISING	100%		11,907	11,597	100.0%		0%		0.0%		0.0%
BUILDING MAINTENANCE	100%		4,665	3,666	76.4%	690	15%	260	5.6%	149	3.2%
CUSTODIAL	100%		1,845	1,411	76.5%	273	15%	103	5.6%	59	3.2%
PRINTING/PHOTOCOPYING	100%		2,268	1,733	76.4%	335	15%	129	5.6%	72	3.2%
POSTAGE	100%		1,578	1,207	76.4%	342	22%	16	0.9%	15	0.8%
PROFESSIONAL SERVICES	100%		8,859	6,883	76.4%	983	15%	370	5.9%	212	3.2%
STAFF DEVELOPMENT/TRAINING	100%		2,605	2,007	76.5%	388	15%	146	5.6%	84	3.2%
TRAVEL/MEETING ATTENDANCE	100%		1,717	1,312	76.4%	264	15%	98	5.6%	55	3.2%
			109,606	86,614		14,542		6,380		3,083	
TOTAL MONTHLY			445,434	343,366		64,203		24,953		13,812	
TOTAL ANNUAL			5,345,266	4,120,390		770,436		288,636		165,744	
* NOTE: TOTAL CONTRACT AMOUNT, STAFFING LEVELS AND LINE ITEMS MAY BE ADJUSTED TO REFLECT COI & INCREASES AS AUTHORIZED BY THE COUNTY											

* NOTE: TOTAL CONTRACT AMOUNT, STAFFING LEVELS, AND LINE ITEMS MAY BE ADJUSTED TO REFLECT COLA INCREASES AS AUTHORIZED BY THE COUNTY.

**OFFICE OF EMERGENCY MANAGEMENT
PROJECTED COSTS AND SERVICE FEES
SECTION 5.9 – COUNTYWIDE EMERGENCY HOTLINE
12 MONTH PERIOD**

Personnel Costs (Adjusted Annually)

Salaries

Telecommunications Manager and Programming Staff Estimated at 80 hours @ \$45 per hour	\$ 3,600
Administrative Support Staff (mailings) Estimated at 140 hours @ \$15.50 per hour	2,170
Disaster Response – Field Staff Estimated at 400 hours @ 21 per hour	8,400
Salaries Subtotal:	\$ 14,170

Benefits

Calculated at 28% of gross wages \$ 3,967

Administrative Indirect Cost

Calculated at 21% of Personnel Cost 3,808

Subtotal Personnel Costs: \$ 21,945

Telephone

1(800) Toll-free service
Twelve months @ \$160 per month \$ 1,920

Postage

1lb.6oz. Packages: 1,000 @ \$3.95 3,950
11 oz. Packages: 500 @ \$2.67 1,335

Mailing Materials/Office Supplies

\$ 300

ENLA Related training and exercises

550

Subtotal Non-Personnel Costs: \$ 8,055

Total Estimated Budget: \$ 30,000

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

Full-Time Equivalency (FTE) Telephone Coverage

211 Information and Referral Line

Bilingual CRA				CRA			
	Graveyard	Daytime	Swing		Graveyard	Daytime	Swing
M-F	3.00	25.00	5.00		1.00	12.00	2.00
Saturday	2.00	5.00	5.00		1.00	3.00	2.00
Sunday	2.00	5.00	5.00		1.00	2.00	2.00
Holiday	1.00	8.00	3.00		1.00	4.00	2.00
							48.00
							18.00
							17.00
							19.00

Elder Abuse Hotline

Bilingual CRA				CRA			
	Graveyard	Daytime	Swing		Graveyard	Daytime	Swing
M-F	0.25	1.00	1.00		0.25	1.00	0.50
Saturday	0.25	1.00	1.00		0.25	1.00	0.50
Sunday	0.25	1.00	1.00		0.25	1.00	0.50
Holiday	1.00	1.00	1.00		0.25	1.00	0.50
							4.00
							4.00
							4.00
							4.75

Unincorporated Area Helpline

Bilingual CRA				CRA			
	Graveyard	Daytime	Swing		Graveyard	Daytime	Swing
M-F	0.00	1.00	0.25		0.00	1.00	0.25
Saturday	0.00	0.00	0.00		0.00	0.00	0.00
Sunday	0.00	0.00	0.00		0.00	0.00	0.00
Holiday	0.00	0.00	0.00		0.00	0.00	0.00
							2.50
							0.00
							0.00
							0.00

All Community Resources Advisors are cross-trained and have the skills and ability to answer calls that come in on any of the service lines. Cross training provides supervisors with the flexibility of switching CRAs from one line to another depending on call volume. Call volume on all service lines is closely monitored and staff levels are adjusted accordingly

To ensure quality assurance, supervisors record, monitor and review calls with CRAs on an on-going basis.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____ David E. Janssen _____
Title: _____ Chief Administrative Officer _____
Address: _____ 500 West Temple Street, Room 713 _____
_____ Los Angeles, CA 90012 _____
Telephone: _____ (213) 974-1101 _____

COUNTY PROJECT MANAGER:

Name: _____ Martin K. Zimmerman _____
Title: _____ Assistant Administrative Officer _____
Address: _____ Chief Administrative Office – Office of Unincorporated Area Services _____
_____ 500 West Temple Street, Room 723 _____
_____ Los Angeles, CA 90012 _____
Telephone: _____ (213) 974-1326 _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____ Diane Shamhart _____
Title: _____ Assistant Division Chief _____
Address: _____ Chief Administrative Office – Office of Unincorporated Area Services _____
_____ 500 West Temple Street, Room 723 _____
_____ Los Angeles, CA 90012 _____
Telephone: _____ (213) 974-1395 _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

07/24/06

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 26 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J

CHARITABLE CONTRIBUTION CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

EXHIBIT K

CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPPA)

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

EXHIBIT L

SAMPLE INVOICE FORMAT

County of Los Angeles 2-1-1 and Specialized Services Sample Invoice

To: Chief Administrative Office
500 West Temple Street, Room 723
Los Angeles, CA 90012
Attention: UAS&SP

211 LA County Contract Information:
Contract Number: _____
Vendor Tax ID: _____
Vendor Number: _____

Date: _____

Invoice Month: _____

2-1-1 and Specialized I&R Summary

Program	Monthly Calls	Monthly Amount
2-1-1 General Information and Referral		
DPSS*		
DMH*		
DCFS*		
DCSS*		
DHS*		
DPH*		
Other County*		
2-1-1 General Information and Referral Total		\$
Elder Abuse Hotline		
Unincorporated Community Help Line		
Invoice Total		\$

*Numbers may not match 2-1-1 General I&R Total as callers sometimes have multiple requests.

2-1-1 I&R Detail Summary – Referrals to and from County Departments

Department	Referrals received from Department	Referrals to Department Facilities	Referrals to Department Programs	Total Referrals Year-to-Date
DPSS				
DMH				
DCFS				
DCSS				
DHS				
Other County				
Total				

CRIB and Website Summary

Item	Current Month	Total year-to-Date
Website Visits (unique visits)		
Website Hits		
CRIB Total Resource Entries (+/-)		
CRIB Intermittent Changes		
CRIB Annual Updates		
CRIB Resource Deletions		
CRIB Resource Additions		

Contractor's Signature

Date

CCA Approval

Date